

Settlement Agreements shall have the same meanings for purposes of this Final Judgment and Order of Dismissal.

2. The Court has personal jurisdiction over all Plaintiffs, Class Members and Defendants Akzo, DuPont, PPG, BASF, and Sherwin-Williams, and has subject matter jurisdiction to approve the Settlement Agreements.

3. The Settlements cover the Class that the Court has conditionally certified solely for purposes of this settlement as follows:

All individuals or entities (excluding governmental entities, Defendants, their parents, subsidiaries and affiliates) in the State of Maine who indirectly purchased Automotive Refinishing Paint manufactured or sold by any of the Defendants or their subsidiaries, predecessors, successors, parents, or affiliates, or by any person alleged or proven to be a co-conspirator, including Akzo, BASF, Sherwin-Williams, DuPont and PPG at any time during the period from August 1, 1995 through the present. The Class includes, without limitation, all persons who fall under the above definition and who purchased Automotive Refinishing Paint, or motor vehicle repair services that included the use or purchase of Automotive Refinishing Paint, primarily for personal, family, or household purposes.

4. The Class has received Notice in the manner approved by the Court in its Orders dated March 20, 2008. The Court finds that such Notice: (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the terms of the settlements, Class Members' right to object to the settlements and to appear at the settlement fairness hearing ("Fairness Hearing"); (iii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of their right to opt out of the Settlement Class; (iv) constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (v) meets the requirements of due process and Rule 23 of the Maine Rules of Civil Procedure.

5. No individuals or entities have excluded themselves from the Class.

6. The Court finds that extensive arm's-length negotiations have taken place in good faith between Class Counsel and counsel for Defendants Akzo, DuPont, PPG, BASF, and Sherwin-Williams, resulting in the Settlement Agreements.

7. Pursuant to Rule 23 of the Maine Rules of Civil Procedure, the Court hereby finally approves in all respects the settlements set forth in the Settlement Agreements and finds that the settlements and the Settlement Agreements are, in all respects, fair, reasonable and adequate, and in the best interest of the Class. The Court further approves the establishment of the Settlement Funds under the terms and conditions set forth in the Settlement Agreements. The parties are hereby directed to implement and consummate the settlements according to the terms and provisions of the Settlement Agreements. In addition, the parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreements as (i) shall be consistent in all material respects with this Final Judgment and Order of Dismissal, and (ii) do not limit the rights of Class Members.

8. The above-captioned case is hereby dismissed with prejudice as to Akzo, DuPont, PPG, BASF, and Sherwin-Williams and without costs to any party.

9. Akzo, BASF, BASF Aktiengesellschaft, DuPont, PPG, The Sherwin-Williams Company and Sherwin-Williams Automotive Finishes Corporation, and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing (the "Releasees") shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature, damages whenever

incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees that Releasors, or anyone of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Releasees, whether known or unknown, relating in any way to any conduct by the Releasees prior to the Effective Date concerning the pricing, selling, discounting, marketing, manufacturing, and/or distributing of Automotive Refinishing Paint insofar as such claims relate to indirect purchases of Automotive Refinishing Paint; the purchase of motor vehicle repair services that include the purchase of Automotive Refinishing Paint; or the purchase of Automotive Refinishing Paint for personal, family, or household use in the State of Maine. The Released Claims relate to or arise out of the facts, occurrences, transactions, or other matters alleged in the Second Amended Class Action Complaint during the Class Period. The Releasors shall not, after the Effective Date of this Settlement Agreement, seek to recover against any of the Releasees for any of the Released Claims.

10. Class Counsel have applied for an award of attorneys' fees and expenses to be paid by Defendants pursuant to the terms of the Settlement Agreements. This Court awards Class Counsel attorneys' fees and expenses of \$78,603.00 to be paid in accordance with the terms of the Settlement Agreements. Said fees and expenses have been determined by the Court to be fair, reasonable, and entirely appropriate. No other fees, costs or expenses may be awarded to Class Counsel in connection with this action or any related action. The Court further awards Class Representatives Wyman's Auto Body, Inc. and Robert DePeter each \$6,000.00 as incentive awards in recognition of their contribution to the prosecution and resolution of this action.

11. Nothing in this Final Judgment and Order of Dismissal, the settlements, or the Settlement Agreements, is or shall be deemed or construed to be an admission or evidence of any

violation of any statute of law or of any liability or wrongdoing.

12. Without affecting the finality of this Final Judgment and Order of Dismissal, the Court retains continuing and exclusive jurisdiction over all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreements and of this Final Judgment and Order of Dismissal to protect and effectuate this Final Judgment and Order of Dismissal, and for any other necessary purpose. Akzo, DuPont, PPG, BASF, and Sherwin-Williams, Plaintiffs and each member of the Class are hereby deemed to have irrevocably, submitted to the exclusive jurisdiction of this Court, for any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreements or the applicability of the Settlement Agreements. Without limiting the generality of the foregoing, and without affecting the finality of this Final Judgment and Order of Dismissal, the Court retains exclusive jurisdiction over any such suit action or proceeding. Solely for purposes of such suit, action or proceeding, to the fullest extent they may effectively do so under applicable law, the parties hereto are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way an improper venue or an inconvenient forum.

13. In the event that the Settlements do not become effective according to the Settlement Agreements, this Final Judgment and Order of Dismissal shall be rendered null and void as provided by the Settlement Agreements shall be vacated and all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreements.

14. The Court finds that there is no reason for delay, and directs the Clerk to enter judgment.

SO ORDERED this 27th day of June 2008.

BY THE COURT:



Superior Court Judge

Received

JUN 26 2008

Business and Consumer Docket