

SETTLEMENT AGREEMENT

WHEREAS, Thomas Paulsen, Chester Madison, Robert Newell, Lloyd O'Connell and Robert Bowden ("Plaintiffs" or "Class Representatives"), on the one hand, and Towers Watson Pennsylvania Inc. (f/k/a Towers, Perrin, Forster & Crosby, Inc.) ("Towers Perrin"), on the other hand, are parties to the action entitled *Paulsen v. CNF, Inc.*, Civil Action No. 03-3960 JW (PSG), a class action lawsuit pending in the United States District Court for the Northern District of California (the "Action"), which asserts two claims for professional negligence under California law against Towers Perrin arising from actuarial services Towers Perrin provided to the sponsors of the Consolidated Freightways, Inc., Pension Plan (the "CNF Plan") and the Consolidated Freightways Corporation Pension Plan (the "CFC Plan");

WHEREAS, Towers Perrin denies the material allegations in the Action and denies all liability with respect to the individual and class claims alleged by Plaintiffs;

WHEREAS, on October 7, 2010, the Court granted Plaintiffs' motion for class certification under Federal Rule of Civil Procedure 23(b)(3) and (i) certified a class of "all participants in and beneficiaries of the CFC Plan whose pension benefits have been reduced or will be reduced due to the termination of the CFC Plan," consisting of 211 persons (collectively, the "Class" or "Class Members"; (ii) appointed Plaintiffs as Class Representatives; and (iii) appointed Lewis, Feinberg, Lee, Renaker & Jackson P.C. and Rukin Hyland Doria & Tindall LLP as class counsel;

WHEREAS, Plaintiffs and Towers Perrin (collectively, the "Parties") have conducted significant investigation of the facts and law during the prosecution of the Action, which has included, inter alia, the production of voluminous documents, multiple depositions, and extensive other fact and expert discovery;

WHEREAS, arm's length settlement negotiations have taken place between the Parties in two separate mediation sessions under the auspices of the Hon. Edward A. Infante (Ret.), a retired judge and neutral mediator affiliated with JAMS; and

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WHEREAS, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Action;

NOW THEREFORE, Plaintiffs and Towers Perrin enter into the following Settlement Agreement ("Settlement"):

1. Towers Perrin agrees that, in exchange for the dismissal of the Action with prejudice and the release of claims to be provided pursuant to Paragraph 7c, it will, within thirty (30) days of the Court's final approval of this Settlement, pay Nine Million Two Hundred Thousand Dollars (\$9,200,000) (the "Settlement Funds") to Kurtzman Carson Consultants (formerly known as "Rosenthal & Co.") (the "Settlement Administrator"), to be deposited into an account set up by the Settlement Administrator. Within fifteen (15) days of the Court's preliminary approval of this Settlement, Towers Perrin will pay Two Thousand Dollars (\$2,000) of the Settlement Funds, to the Settlement Administrator, to be used for the costs of notice, which amount the Settlement Administrator shall repay to Towers Perrin within 5 days of notice by check made payable to "Jeffer, Mangels, Butler & Mitchell LLP in Trust for Towers Watson Pennsylvania, Inc.," which shall be delivered by Federal Express to Susan Allison at Jeffer Mangels, 1900 Avenue of the Stars, Los Angeles, CA 90067 if Towers Perrin elects to withdraw from the Settlement as provided for herein.

2. After deducting from the Settlement Funds the costs of notice and settlement administration, and attorneys' fees, costs and expenses, and Class Representative service payments, in amounts approved by the Court, the Settlement Administrator shall pay the Class Members a pro rata portion of the resulting Net Settlement Fund. The allocation method used to determine the amount due to each Class Member shall be described in detail in the motion for preliminary approval to be presented by Plaintiffs' Counsel, and the allocation method shall be approved by the Court and disclosed in the Class Notice. In short, the individual Class Members' pro rata portions shall be calculated by dividing the present value of the amount the individual Class Member's pension has been reduced as of September 7, 2006 by \$22.2 million (that is, the total present value amount of Class Members' pension reductions as of September 7, 2006, as determined by the PBGC).

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3. Within ten (10) days of the execution of this Agreement by the Parties and their counsel, or within any earlier time required by the Court, Plaintiffs shall file in the United States District Court for the Northern District of California (the "Court") a motion for preliminary approval of this Settlement ("Preliminary Approval"). Such motion shall include a proposed form of order that:

- a. appoints Kurtzman Carson Consultants as Settlement Administrator;
- b. preliminarily approves this Settlement;
- c. stays further proceedings in the Action pending final settlement approval;
- d. specifies the content, method, and timing of the Class Notice to be given, which proposed notice shall have been previously agreed upon by the Parties and which notice shall include the release language that will be included in the final judgment in the Action;
- e. sets (i) the date by which Class Counsel shall file their motion for attorneys' fees, costs, and expenses, (ii) the date by which the Settlement Administrator shall send out Class Notice, (iii) the date by which Class Members shall exercise their rights to opt out of or object to the Settlement, and (iv) the dates for the filing and hearing of the motion for final approval ("Final Approval");
- f. specifies and approves the method to be used to allocate the distribution of the Settlement Funds to Class Members after deducting costs of notice, settlement administration, attorneys' fees and costs, and Class Representative service payments (in amounts to be approved by the Court); and
- g. contains such additional terms as are reasonably requested by the Parties or by the Court.

4. Within fifteen (15) days after Preliminary Approval, or as soon thereafter as the Settlement Administrator has sufficient information to make the required allocation of the

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Settlement Funds to Class Members but in no event later than 45 days after Preliminary Approval (which deadline is subject to modification by stipulation or by motion), Plaintiffs, through the Settlement Administrator, shall:

- a. compile the address list for the Class Members;
- b. update the list by running a National Change of Address Registry check for all the addresses; and
- c. mail the Class Notice with the content and in the form approved by the Court by first class U.S. mail, to the updated addresses. The Class Notice shall be substantially in the form of Exhibit A, hereto, and shall advise Class Members of (i) their rights to opt out of the Class or object to the Settlement under the procedures and in accordance with the deadlines set by the Court, and (ii) the specific release language that will be included in the final judgment that will be binding on them if they do not opt out of the Class. The Class Notice shall include for each Class Member a separate statement of his or her estimated class share that shall be substantially in the form of Exhibit B hereto.

5. Class Members will have 45 calendar days from the mailing of the Class Notice within which to postmark an objection to the Settlement or to request exclusion from (*i.e.*, opt out of) the Class. Only Class Members who have not opted out may object. To object, a Class Member must file a written objection and send copies to Class Counsel and Defendant's Counsel. To opt out, a Class Member must submit a letter to the Settlement Administrator expressly indicating that the Class Member has received notice of the Settlement, has decided not to participate in the Settlement, and wishes to be excluded from the Settlement. Requests for exclusion must state the Class Member's full name and address and must be signed and dated.

6. At least twenty (20) days prior to the Final Approval hearing, Plaintiffs shall file with the Court and serve on Towers Perrin's counsel a Declaration detailing Plaintiffs' compliance with Paragraph 4, including (i) the number of returned and re-mailed notices, (ii) the number of Settlement Class members who have opted out of the Settlement; and (iii) the total

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dollar amount of the Settlement Funds allocable to those Class Members who have opted out of the Settlement.

If the Court enters the Preliminary Approval order described above, after notice to the Plaintiff Class and expiration of the time for the Class Members to timely and properly opt out from the Class, Plaintiffs shall submit to the Court a motion for final approval of this Settlement and for entry of Final Judgment as directed by the Court. Such motion shall include a proposed form of order that:

- a. finally approves this Settlement and directs its consummation pursuant to its terms and conditions;
- b. dismisses with prejudice all claims asserted in the Action arising in whole or in part from any consulting and actuarial services Towers Perrin provided;
- c. includes in the Final Judgment a release with prejudice of claims by all Class Members who have not opted out; the specific release language to be included is attached hereto as Exhibit C:
- d. directs the parties to perform their obligations as set out in this Settlement Agreement;
- e. awards Class Counsel attorneys' fees and costs and Class Representative service payments to be paid from the Settlement Fund; and
- f. retains jurisdiction to the extent necessary to implement the terms of the Settlement Agreement and/or Final Judgment until each and every act agreed to be performed by the Parties hereunder has in fact been fully performed.

7. Plaintiffs and Towers Perrin agree that the individual mailing of notice by first class United States mail to the last known address of each Class Member is sufficient to satisfy the requirements of due process and the notice requirements of Federal Rule of Civil Procedure 23.

8. The Parties agree to use their best efforts to obtain approval of this Settlement and entry of the orders contemplated herein, including, without limitation, entry of

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the Preliminary and Final Approval orders described herein, and shall do nothing inconsistent therewith. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from opting out of the Settlement and will not discourage Class Members from remaining in the Settlement.

9. In the event that preliminary or final approval of the Settlement, or any other order necessary to effectuate this Settlement is denied, or if the Court or a reviewing court takes any action to impose greater financial or other burdens on Towers Perrin than those contemplated in this Settlement, then this Settlement shall be void *ab initio*, shall have no force or effect, and shall impose no obligations on the Parties, except that the Parties (i) will be prohibited from using this Settlement and any settlement and mediation communications as evidence in the Action and (ii) agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action. The intent of the previous sentence is that, in the event that a necessary approval is denied, the Parties will revert to their positions immediately before the execution of this Settlement, and the Action will resume without prejudice to any party. Further, within three (3) business days of receiving notice that preliminary or final approval of the Settlement, or any other order necessary to effectuate this Settlement has been denied, and without further action by the Parties or the Court, the Settlement Administrator shall return to Towers Perrin any and all sums held in the Settlement Fund, by check made payable to "Jeffer Mangels Butler & Mitchell LLP in Trust for Towers Watson Pennsylvania Inc.," which shall be delivered by Federal Express to Susan Allison at Jeffer Mangels Butler & Mitchell LLP, 1900 Avenue of the Stars, Los Angeles, California 90067.

10. In the event that: (i) twenty-one (21) or more Class Members timely and validly opt out of the Settlement; or (ii) the amount of the settlement payments allocable to the timely and validly opting out Class Members totals \$920,000 or more, then Towers Perrin will have the option to void this Settlement *ab initio* within ten (10) days of receiving the declaration required by Paragraph 6 above, giving notice that 21 or more Class Members have opted out and/or that the settlement payments allocable to all opting out Class Members totals \$920,000 or more.

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11. If either or both of the conditions in Paragraph 11(i) or 11(ii) are met, but Towers Perrin elects not to withdraw from the Settlement, the portion of the Settlement Funds that Towers Perrin is required to pay shall be reduced by the aggregate dollar amount allocable to all Class Members who have opted out.

12. The payment checks to Class Members shall be sent by U.S. Mail in envelopes clearly marked with the words "*Paulsen* Settlement" or such other statement as to which the Parties may agree. Payments shall be mailed within ten (10) business days after the expiration of all rights to appeal the order granting final approval, *i.e.*, the date that the Settlement becomes final.

13. In the event that a Class Member's payment check is returned by the Postal Service for lack of a correct current address, the Settlement Administrator shall seek to identify a correct current address via a social security number search or an Equifax search for those individuals, and will resend the checks to any subsequently-obtained addresses. The Administrator shall have no further obligations to locate Class Members. No payments to Class Members shall be made before the expiration of all rights to appeal, and payments shall not be made if an appeal is filed until any such appeal is resolved.

14. Class Members shall have 120 days to cash their settlement checks, and a notation shall appear on each checking stating it is void after 120 days. One hundred and five days after sending the settlement checks, the Settlement Administrator will send reminder letters to Class Members who have not cashed their settlement checks. One hundred twenty five days after the settlement checks have been sent, a stop payment will be issued, and 90 days after that, if Class Members have not cashed their settlement checks, the amount of the unclaimed funds will be re-distributed to all Class Members who have previously cashed settlement checks on a pro rata basis. If, however, the total amount of un-cashed checks is less than \$2500, the amount of any such checks shall be distributed as a *cy pres* award to one or more charitable organizations agreed upon by the Parties, subject to the approval of the Court, and no portion of the Settlement Funds shall revert to Towers Perrin. Class Counsel shall identify the agreed upon charitable organization(s) as part of the motion for final approval of this Settlement.

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15. The Parties waive the application of any applicable law, regulation, holding or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

16. Plaintiffs will apply to the Court at least twenty (20) days prior to the deadline for filing objections to the Settlement for an award of attorneys' fees, plus costs and expenses. Plaintiffs will apply to the Court for attorneys' fees in the amount of no more than 27.5% of the Settlement Fund (\$2,530,000). Plaintiffs will seek reimbursement of all litigation costs that they have incurred, in an amount not to exceed \$430,000. Towers Perrin will not oppose or object to Plaintiffs' fee and cost application if Plaintiffs apply for fees and costs in accordance with this paragraph. Any and all attorneys' fees, costs, and expenses awarded by the Court shall be paid solely and entirely from the Settlement Funds, and shall be payable by the Settlement Administrator only after (i) the entry by the Court of a final order approving the Settlement and dismissing the Action with prejudice, and (ii) the expiration of all rights to appeal such order. Such fees, costs and expenses shall be paid within ten (10) business days after the Settlement becomes final because either (a) no appeal has been filed and the time within which an appeal may be filed has lapsed, or (b) if a timely appeal has been filed, the appeal is finally resolved, resulting in final judicial approval of the Settlement. If no objections to the Settlement are filed, the amounts awarded by the Court shall be paid within ten (10) business days of the Court's order granting final approval to the Settlement, and in the unlikely event that an appeal is taken and succeeds despite the fact no objection had been filed, then Class Counsel shall return the amounts awarded by the Court within five (5) business days of the filing of the appeal.

17. As provided in Paragraph 3(f), Plaintiffs will apply to the Court for approval of Class Representative service payments in the amount of no more than \$7,500 each, payable from the Settlement Funds, and Towers Perrin agrees not to object to Plaintiffs' application if it is made in accordance with this paragraph. Subject to Court approval, at the time Settlement payments are made in accordance with Paragraph 13, above, the Settlement Administrator shall also issue checks to Plaintiffs in the amount of any Court-awarded service payments. Any such payments, if approved by the Court, are in addition to the Settlement payments to which Plaintiffs are entitled as Class Members.

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18. Each of the undersigned representatives of the Parties represents that he or she is fully authorized to enter into, and to execute, this Settlement on behalf of that Party.

19. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the complete and exclusive statement of its terms as between the Parties hereto and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement.

20. The Parties agree not to publish or otherwise disclose the dollar amount of the Settlement Funds except as required to obtain Court approval of the Settlement or in support of Plaintiffs' motion for attorneys' fees and costs. The Parties agree that the disclosures made in the Class Notice relating to the Settlement Funds -are permitted by this paragraph.

21. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement, and all orders entered in connection therewith and the Parties and their attorneys shall submit to the jurisdiction of the Court.

22. This Settlement may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Plaintiffs:

Dated: _____
THOMAS PAULSEN

Dated: _____
LLOYD M. O'CONNELL III

Dated: _____
ROBERT BOWDEN

SETTLEMENT AGREEMENT

Paulsen v. CNF, Inc.,
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Plaintiffs:

Dated: 4/21/11 _____
Thomas Paulsen
THOMAS PAULSEN

Dated: _____
LLOYD M. O'CONNELL III

Dated: _____
ROBERT BOWDEN

SETTLEMENT AGREEMENT

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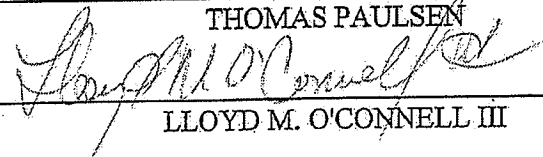
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Plaintiffs:

Dated: _____

THOMAS PAULSEN

Dated: 04/13/11



LLOYD M. O'CONNELL III

Dated: _____

ROBERT BOWDEN

415 421 1700

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Plaintiffs:

Dated: _____ THOMAS PAULSEN

Dated: _____ LLOYD M. O'CONNELL III

Dated: 4-21-11 _____ ROBERT BOWDEN

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Paulsen v. CNF, Inc.,

USDC Civil Action No. 03-03960 JW

Dated: April 19, 2011

Robert Newell
ROBERT NEWELL

Dated: _____

CHESTER MADISON

Counsel for Plaintiffs:

RUKIN HYLAND DORIA & TINDALL LLP
STEVEN M. TINDALL

Dated: _____

By: _____
STEVEN M. TINDALL

Counsel for Plaintiffs:

LEWIS, FEINBERG, LEE, RENAKER & JACKSON PC
TERESA RENAKER
CATHA WORTHEMAN

Dated: _____

By: _____
TERESA RENAKER

Defendant:

TOWERS WATSON PENNSYLVANIA INC. (f/k/a
Towers, Perrin, Forster & Crosby, Inc.)

Dated: _____

By: _____
MARIAN C. MILLER

Counsel for Defendant:

JEFFER, MANGELS, BUTLER & MITCHELL, LLP
ROBERT E. MANGELS
SUSAN ALLISON

Dated: _____

By: _____
SUSAN ALLISON

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Dated: _____

ROBERT NEWELL

Dated: 4-20-11



CHESTER MADISON

Counsel for Plaintiffs:

RUKIN HYLAND DORIA & TINDALL LLP
STEVEN M. TINDALL

Dated: _____

By: _____
STEVEN M. TINDALL

Counsel for Plaintiffs:

LEWIS, FEINBERG, LEE, RENAKER & JACKSON PC
TERESA RENAKER
CATHA WORTHMAN

Dated: _____

By: _____
TERESA RENAKER

Defendant:

TOWERS WATSON PENNSYLVANIA INC. (f/k/a
Towers, Perrin, Forster & Crosby, Inc.)

Dated: _____

By: _____
MARIAN C. MILLER

Counsel for Defendant:

JEFFER, MANGELS, BUTLER & MITCHELL, LLP
ROBERT E. MANGELS
SUSAN ALLISON

Dated: _____

By: _____
SUSAN ALLISON

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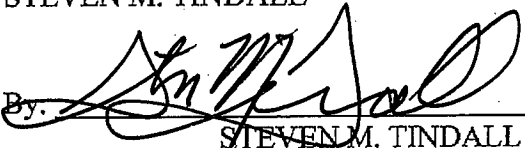
USDC Civil Action No. 03-03960 JW

Dated: _____
ROBERT NEWELL

Dated: _____
CHESTER MADISON


Counsel for Plaintiffs:

RUKIN HYLAND DORIA & TINDALL LLP
STEVEN M. TINDALL

Dated: 5/6/2011
By: 
STEVEN M. TINDALL

Counsel for Plaintiffs:

LEWIS, FEINBERG, LEE, RENAHER & JACKSON PC
TERESA RENAHER
CATHA WORTHMAN

Dated: _____
By: 
TERESA RENAHER

Defendant:

TOWERS WATSON PENNSYLVANIA INC. (f/k/a
Towers, Perrin, Forster & Crosby, Inc.)

Dated: _____
By: _____
WALTER W. BARDENWERPER

Counsel for Defendant:

JEFFER, MANGELS, BUTLER & MITCHELL, LLP
ROBERT E. MANGELS
SUSAN ALLISON

Dated: _____
By: _____
SUSAN ALLISON

SETTLEMENT AGREEMENT

Paulsen v. CNF, Inc.,

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Dated: _____
ROBERT NEWELL

Dated: _____
CHESTER MADISON

Counsel for Plaintiffs:

RUKIN HYLAND DORIA & TINDALL LLP
STEVEN M. TINDALL

Dated: _____
By: _____
STEVEN M. TINDALL

Counsel for Plaintiffs:

LEWIS, FEINBERG, LEE, RENAKER & JACKSON PC
TERESA RENAKER
CATHA WORTHMAN

Dated: _____
By: _____
TERESA RENAKER

Defendant:

TOWERS WATSON PENNSYLVANIA INC. (f/k/a
Towers, Peñin, Forster & Crosby, Inc.)

Dated: _____
By: _____
WALTER W. BARDENWERPER

Counsel for Defendant:

JEFFER, MANGELS, BUTLER & MITCHELL, LLP
ROBERT E. MANGELS
SUSAN ALLISON

Dated: May 6, 2011
By: Susan Allison
SUSAN ALLISON