

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
ANTHONY S. PARK, Individually on Behalf :
Of Himself and On Behalf of All Others :
Similarly Situated, :
:
Plaintiff, : Case No. 05 Civ. 2931 (WHP)
:
v. :
:
THE THOMSON CORPORATION :
:
and : ECF FILED
:
THOMSON LEGAL AND REGULATORY, :
INC., :
:
Defendants. :
:
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**STIPULATION AND AMENDMENT TO
STIPULATION AND SETTLEMENT AGREEMENT**

This Stipulation and Amendment (the “Amendment”) to the Stipulation and Settlement Agreement dated November 30, 2007 (the “Stipulation and Settlement Agreement”), is made and entered into between Plaintiff Anthony Park, on behalf of himself and the Class defined in § 1.12 of the Stipulation and Settlement Agreement and defendants The Thomson Corporation and Thomson Legal & Regulatory, Inc. (collectively, “Defendants,” and, collectively with Plaintiff, the “Parties”) with respect to the captioned action (the “Action”).

WHEREAS, on November 30, 2007, Plaintiff filed a Notice of Motion and Motion for Preliminary Approval of the Stipulation and Settlement Agreement;

WHEREAS, on December 7, 2007, this Court held a Preliminary Approval Hearing;

WHEREAS, on December 18, 2007, this Court preliminarily approved the Settlement and ordered notice to be given pursuant to the terms of the Stipulation and Settlement Agreement;

WHEREAS, on or after December 31, 2007, Complete Claim Solutions, LLC (the “Settlement Administrator”) caused the Summary Notice to be published in *Lawyers Weekly USA*;

WHEREAS, on or after January 7, 2007, the Settlement Administrator caused the Summary Notice to be published in *USA Today* and *The National Law Journal*;

WHEREAS, commencing on and after January 7, 2007, the Settlement Administrator caused a total of 280,058 Notice and Claim Form packets to be mailed to Class Members;

WHEREAS, on March 22, 2008, Plaintiff filed a Notice of Motion and Motion for Final Approval of the Stipulation and Settlement Agreement;

WHEREAS, on April 1, 2008, this Court held a hearing for the purpose of determining whether the Settlement is fair, reasonable, and adequate and should be approved by the Court in full settlement of the Action, at which the attorneys for the parties in support of the Settlement and for objecting Class Members were heard, and the objections submitted to the Court were considered;

WHEREAS, on April 10, 2008, this Court directed Class Counsel to provide the Court with additional information regarding the final status of Claims submitted in connection with the Settlement and certain additional information regarding claims made in connection with the settlement in *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.), which information was furnished by Class Counsel on June 6, 2008;

WHEREAS, on June 30, 2008, this Court held a status conference in which counsel for the Parties and certain objectors participated and during which Class Counsel described certain proposed amendments to the Stipulation and Settlement Agreement; and

WHEREAS, the Parties intend that Class Members should be paid a share of the Settlement Fund notwithstanding that such Class Members did not file a Claim in this Action by May 15, 2008, if (a) Class Members filed valid claims in connection with the settlement in *Rodriguez v. West Publishing Corporation, et al.*, and were eligible to, but did not submit Claims in connection with the Settlement in this Action; (b) law firms or other employer Class Members paid for qualifying BAR/BRI bar review courses within the Class Period on behalf of their employees or prospective employees and such law firms are reasonably identifiable in BAR/BRI's records; or (c) Class Members file a Claim by a date to be specified in the Supplemental Notice;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties by and through their respective undersigned counsel that the Stipulation and Settlement Agreement is hereby amended as follows:

1. Section 1.1 of the Stipulation and Settlement Agreement shall be amended and shall read as follows:

1.1 "Authorized Claimant" means any Class Member who timely submits a Claim Form in such form and by such means as the Court shall order, as well as any Class Member to whom an Additional Claim, as defined in Section 1.2, belongs.

2. Section 1.2 of the Stipulation and Settlement Agreement shall be amended and shall read as follows:

1.2 "Approved Claim" means (i) a Claim submitted by a Class Member (or a Class Member's authorized representative), postmarked not later than May 15, 2008, with respect to a qualifying BAR/BRI bar review course paid for in full by the Class

Member; and (ii) Additional Claims. “Additional Claims” means (i) a Claim that could have been submitted by any law firm or other employer Class Member, reasonably identifiable in BAR/BRI’s records, that did not file a Claim Form, but could have; (ii) a Claim of any Class Member that filed a valid claim in connection with the settlement in *Rodriguez v. West Publishing Corporation, et. al.*, No. CV 05-3222 R (MCx) (C.D. Cal.) but did not file a Claim in connection with the Settlement in this Action; or (iii) Claims filed by Class Members by the date to be specified in the Supplemental Notice. A Class Member may have more than one Approved Claim.

3. Section 3.3 of the Stipulation and Settlement Agreement shall be amended

and shall read as follows:

3.3 Subject to the Court’s orders, the Settlement Fund will be used to pay (a) Approved Claims and Additional Claims; (b) the Fee and Expense Award; (c) the Incentive Award; (d) the costs of the Notice Plan; (e) the expenses of administration of the Settlement, including the fees of the Settlement Administrator; and (f) taxes, fees and expenses, as provided for in § 10.5. In the event that the Settlement Fund is not entirely paid out pursuant to the Final Judgment and this § 3.3 (a) – (f), subject to the Court’s approval, the remaining balance shall fund the BAR/BRI Public Interest Law Fund.

4. Section 4.1 of the Stipulation and Settlement Agreement shall be amended

and shall read as follows:

4.1 Within ninety (90) days of the Settlement becoming Final, or such other period approved by the Court, the Settlement Administrator shall (i) mail the Supplemental Notice to all Class Members known and reasonably identifiable who did not submit timely Claims, advising them of the Amendment; and (ii) publish a summary version of the Supplemental Notice once in *USA Today*, *The National Law Journal* and *Lawyers Weekly*. The costs of the Supplemental Notice will be paid pursuant to § 3.5 of the Stipulation and Settlement Agreement. Within sixty (60) days following the completion of the later of the mailing of the Supplemental Notice and the publication of the summary version of the Supplemental Notice, or after such other period approved by the Court, the Settlement Administrator shall remit to each Authorized Claimant from the Settlement Fund a payment of not less than \$30 per Approved Claim or per Additional Claim. The exact amount of the payment to each Authorized Claimant will be

equal to (a) the balance of the Settlement Fund remaining after payment of all fees, costs and expenses approved by the Court and contemplated by §3.3 (other than Claims); (b) divided by the number of Approved Claims.

5. The undersigned counsel for the Parties agree to recommend approval of this Amendment by the Court and to undertake their best efforts to carry out the terms of the Settlement, as amended.

6. The Parties shall submit this Amendment to the Court along with a form of proposed supplemental notice of the Amendment to Class Members who did not submit Claims (the “Supplemental Notice”) substantially in the form annexed hereto as Exhibit A and a form of proposed summary of the Supplemental Notice, substantially in the form annexed hereto as Exhibit B.

7. The Supplemental Notice shall notify Class Members that (i) Class Members that did not submit a Claim by May 15, 2008 may do so, provided that they do so by a date specified in the Supplemental Notice; and (ii) Class Members that requested exclusion from the Class may rescind such exclusion, provided that they do so in writing by a date specified in the Supplemental Notice. The Supplemental Notice shall also notify Class Members that the Court has not authorized (i) filing of additional requests for exclusion or (ii) additional objections with respect to the Settlement, or any aspect of it.

8. This Amendment incorporates by reference the terms of the Stipulation and Settlement Agreement and does not vary such terms except as specifically provided herein. As used herein and in the Stipulation and Settlement Agreement, (a) the term “qualifying BAR/BRI bar review course” means a bar review course during the Class Period by BAR/BRI designed to prepare for any U.S. bar examination, not including the BAR/BRI Patent Bar course; and (b) the term “paid for in full by the Class Member” is intended primarily to describe either

the situation in which (i) individual Class Members paid the entire non-refundable cost of BAR/BRI bar review course or courses or (ii) the situation in which a Class Member, such as a law firm or other employer, paid the entire non-refundable cost of a BAR/BRI bar review course or courses on behalf of employees or prospective employees.

9. Entry by the Court of the proposed order granting final approval of the Stipulation and Settlement Agreement, as amended, substantially in the form of Exhibit C annexed hereto, is material and integral to the Settlement.

10. Each person executing this Amendment or any of its exhibits on behalf of any Party hereby warrants that he or she is fully authorized to enter into, and to execute, this Amendment.

11. This Amendment may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument, provided that no Party shall be bound hereby until all Parties have executed the Amendment. The undersigned counsel for the Parties shall exchange among themselves original signed counterparts, and a complete set of original executed counterparts shall be filed with the Court.

12. Section 8.4 of the Stipulation and Settlement Agreement shall be amended and shall read as follows:

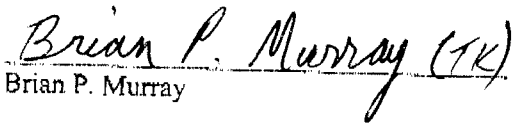
Sections 8.1 – 8.3 of the Stipulation and Settlement Agreement shall not release the claims alleged in the complaint in *Stetson v. West Publishing Corp.*, No. CV 08 810 R (C.D. Cal.), filed on February 6, 2008, nor the claims asserted on behalf of the class members in *Rodriguez v. West Publishing Corp.*, No. 05-cv-3222 -R –MCx (C.D. Cal.).

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed, by their duly authorized attorneys, dated as of July ~~26~~, 2008.



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Counsel for Plaintiff Anthony Park



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New York, New York 10022

Counsel for Defendants, The Thomson Corporation and Thomson Legal & Regulatory, Inc.

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
ANTHONY S. PARK, Individually on Behalf :
Of Himself and On Behalf of All Others :
Similarly Situated, :
:
Plaintiff, : Case No. 05 Civ. 2931 (WHP)
:
v. :
:
THE THOMSON CORPORATION :
:
and :
:
THOMSON LEGAL AND REGULATORY, :
INC., :
:
Defendants. :
:
-----X

NOTICE OF AMENDMENT TO SETTLEMENT AGREEMENT

To: All persons who purchased a bar review course from BAR/BRI anywhere in the United States from March 15, 2001 until January 4, 2008 (the “Class”)

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
AN AMENDMENT TO THE SETTLEMENT OF THIS CLASS ACTION LITIGATION
THAT MAY AFFECT YOU HAS BEEN PROPOSED.**

Previously, a document entitled Notice of Pendency of Class Action, Proposed Settlement and Final Hearing (the “Notice”) was mailed to you. The Notice described a proposed settlement (the “Settlement”) of this class action lawsuit brought under the federal antitrust laws and the common law of unjust enrichment, and advised you of the terms of the Settlement and related matters. In connection with the Settlement, Plaintiff moved for certification of the following class:

All individuals, law firms, or other Persons who have paid the entire cost of one or more qualifying BAR/BRI bar review courses in the United States during the period March 15, 2001 to January 4, 2008, inclusive (the “Class Period”).

On March 22, 2008, the Plaintiff filed a motion for final approval of the Settlement. A Final Settlement Hearing was conducted before the District Court on April 1, 2008. The District Court ordered Class Counsel to provide the District Court with additional information regarding the status of claims made in connection with the Settlement as well as information regarding claims made in connection with the settlement of another class action lawsuit involving

BAR/BRI, *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.). Class Counsel provided the District Court with this information on June 6, 2008.

On June 30, 2008, a status conference was held before the District Court, during which Class Counsel suggested certain amendments to the Settlement. In accordance with the Court's instructions, the Parties agreed by joint stipulation dated July 23, 2008 to the following amendments ("Amendments") to the Settlement described below.

The proposed amendments described herein do not reopen or otherwise alter in any way the time within which requests for exclusion or objections to any aspect of the Settlement were to have been timely submitted. The proposed amendments, however, do permit Class Members who have not submitted a Claim Form to do so by the extended deadline to be set by the Court, and permit Class Members who previously requested to be excluded from the Class to rescind their requests for exclusion by submitting a valid Claim Form postmarked by the extended deadline of ____.

CHANGES TO THE SETTLEMENT AGREEMENT

The changes described below are the only changes that have been proposed with respect to the Settlement in this case, which remains in all other respects exactly as described in the Notice. The Amendments to the Settlement are designed to allocate the maximum amount of the proceeds of the Settlement to Class Members.

Removal of the \$40 "Cap" on Payments under the Settlement

The Settlement originally provided for a payment of not less than \$30 to each Authorized Claimant per Approved Claim, subject to a maximum payment, or "cap," of \$40 per Approved Claim. The Amendments remove this \$40 cap, which means that, if the District Court approves the Settlement, the exact amount of the payment to each Authorized Claimant under the Settlement, as amended, will be equal to the balance of the Settlement Fund remaining after payment of all fees, costs and expenses approved by the Court, divided by the total number of Approved Claims, even if that amount exceeds \$40 per Approved Claim. The Amendments also provide that in the event that, after all Claims have been paid, there remains any residual amount remaining in the Settlement Fund (such as funds representing Class Member checks that are not cashed) the Court may approve disbursement of any such remaining funds to the BAR/BRI Public Interest Fund as part of a cy pres contribution.

Reopening the Period for Claims to Be Timely Submitted and for Rescission of Requests for Exclusion to be Submitted in Writing

As detailed in the Notice, the Settlement originally provided that in order to participate in the Settlement, Class Members were required to submit Claim Forms, which were appended to the Notice, postmarked no later than May 15, 2008. In order to exclude themselves from the Class, Class Members were required to do so in writing, postmarked no later than March 6, 2008. The Amendments reopen the period for Class Members timely to submit Claim Forms, provided that any Claim Form submitted is postmarked no later than _____, 2008. Any Class Member who previously submitted a request for exclusion from the Class by the March 6, 2008

deadline, may have that request for exclusion rescinded by submitting a Claim Form that is postmarked no later than _____ 2008. A Class Member who has previously submitted a request for exclusion that was postmarked by March 6, 2008 and does not submit a Claim Form by the extended deadline of _____ 2008 will remain excluded from the Class, not be bound by the Settlement, no longer be represented by Class Counsel, and will not be eligible to partake in any of the benefits of the Settlement.

Payments to Class Members Who Are Also Claimants in the Rodriguez Class Action Settlement

The Settlement originally provided that only Class Members who had timely submitted Claim Forms would be eligible to receive a payment from the Settlement Fund. The Amendments provide that, in addition to these Class Members, certain Class Members who did not submit or timely submit Claim Forms will also receive a payment from the Settlement Fund, if the District Court approves the Settlement. Pursuant to the Amendments, any Class Member who filed a valid claim in connection with the settlement in *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.), but who did not file or timely file a Claim Form in connection with this Settlement, will receive payments from the Settlement Fund for qualifying courses purchased.

Payments to Law Firms and Other Corporate Class Members

Pursuant to the Amendments, any law firm or other employer Class Member that paid for qualifying BAR/BRI bar review courses on behalf of its employees or prospective employees and that is reasonably identifiable in BAR/BRI's records will receive payments from the Settlement Fund for the qualifying BAR/BRI bar review courses that it purchased, regardless of whether that Class Member filed or timely filed a Claim Form in connection with this Settlement, as originally required by the Settlement Agreement.

Exclusion of Claims in the Stetson Case

The Settlement originally provided that the Release in this Settlement would not release claims asserted on behalf of class members in *Rodriguez v. West Publishing Corp., et al.*, No. 05-cv-3222-R-Mcx (C.D. Cal.). The Amendments provide that, if the Court enters a Final Judgment approving the Settlement, the Judgment shall provide [quote Stetson language]. Sections 8.1 - 8.3 of the Stipulation and Settlement Agreement shall not release claims alleged in the complaint in *Stetson, et al. v. West Publishing Corp., et. al.*, No. CV 08 00810 R MCx (C.D. Cal.), filed on February 6, 2008. The Release in this Settlement also would not release claims asserted on behalf of class members in *Rodriguez v. West Publishing Corp., et. al.*, No. 05-cv-3222-R-Mcx (C.D. Cal.).

CLARIFICATIONS

The Amendments explain that, as used in the Amendments and the Settlement Agreement, the following terms have the following meanings. The term "qualifying BAR/BRI bar review course" means a bar review course offered during the Class Period by BAR/BRI designed to prepare for any U.S. bar examination, not including the BAR/BRI Patent Bar course. A BAR/BRI bar review course that would otherwise be a "qualifying" course is not a

“qualifying” course for purposes of this Settlement if it was purchased by any director, officer, or employee of defendants. The term “paid for in full by the Class Member” is intended primarily to describe either the situation in which (i) an individual paid the entire non-refundable cost of BAR/BRI bar review course or courses or (ii) the situation in which a Class Member, such as a law firm or other employer, paid the entire non-refundable cost of a BAR/BRI bar review course or courses on behalf of employees or prospective employees.

INSTRUCTIONS

You are not required to take any action in response to this Supplemental Notice. If you have not previously excluded yourself from this Settlement and timely submitted a Claim in connection with this Settlement, and you do nothing further, you will receive the benefits to which you are entitled pursuant to the amended terms of the Settlement, if approved by the District Court. If you previously excluded yourself from the Settlement and now wish to rescind your exclusion, you may do so by submitting a valid Claim Form postmarked no later than _____, 2008. If you are a Class Member who submitted a valid claim in connection with the *Rodriguez* settlement, but did not timely submit a Claim in connection with the Settlement in this Action, you will receive your payment from the Settlement Fund without further action by you. If you are a law firm or other employer Class Member that paid for qualifying BAR/BRI bar review courses on behalf of your employees or prospective employees but did not timely submit a Claim in connection with the Settlement in this Action, and you are reasonably identifiable in BAR/BRI’s records, you will receive your payment from the Settlement Fund without further action by you. If you did not timely submit a Claim in connection with this Settlement, and either did not previously exclude yourself from this Settlement or rescinded your exclusion in the manner described above, and are neither a *Rodriguez* claimant nor a law firm or other employer Class Member, both as described above, you must submit a Claim, postmarked no later than _____, 2008 to receive your payment from the Settlement Fund.

No additional attorneys’ fees are being sought by plaintiffs’ counsel beyond those contemplated by the original settlement. The Court has already held a Final Approval Hearing on April 1, 2008 in connection with the proposed Settlement, and held a follow-up Status Conference on July 6, 2008, during which the instant modifications to the Settlement were presented. Class members and interested parties were permitted to and did attend both of these hearings. Although no further Court hearing is contemplated in connection with the approval of the Settlement and these modifications, the Court, in its discretion may schedule a further hearing, and may also change the date of any such hearing without prior notice.

ADDITIONAL INFORMATION

Copies of documents relevant to the Settlement, including the Notice, the Stipulation and Settlement Agreement, the District Court’s Preliminary Approval Order, and the proposed Amendments, are available on the Internet at <http://www.parkbarbrissettlement.com/>.

Pleadings and other records in the lawsuit also may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of New York.

If you need additional information concerning these Amendments to the Settlement, you may contact Class Counsel at Roy A. Katriel, Esq., The Katriel Law Firm, 1101 30th Street, NW, Suite 500, Washington, DC 20007. You may also send an email inquiry to ParkBarbri@CompleteClaimSolutions.com.

DO NOT PHONE OR CONTACT THE COURT OR BAR/BRI FOR INFORMATION.

EXHIBIT B

IF YOU PAID FOR A BAR/BRI BAR REVIEW COURSE IN THE UNITED STATES FROM MARCH 15, 2001 THROUGH JANUARY 4, 2008, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

If you paid for a bar review course from BAR/BRI anywhere in the United States from March 15, 2001 through January 4, 2008 (the “Settlement Class”), you may be affected by amendments to a proposed settlement (the “Settlement”) of a class action lawsuit pending in the United States District Court for the Southern District of New York captioned *Park v. The Thomson Corporation, et al.*, No. 05-cv-2931 WHP (the “Action”), which was filed by Plaintiff Anthony Park (“Plaintiff”) against Defendants The Thomson Corporation and Thomson Legal & Regulatory, Inc. (collectively, “Defendants”). You are excluded from the Settlement Class if you are a director, officer, or employee of Defendants. This is to inform you of the nature of the proposed amendments (“Amendments”) to the Stipulation and Settlement Agreement (the “Settlement Agreement”) in this Action. This is only a summary notice of the proposed Amendments to the Settlement Agreement. A complete Notice of the proposed Amendments may be obtained at <http://www.parkbarbrissettlement.com/>, by calling 1-877-625-9445, or by writing to the Settlement Administrator, Park BAR/BRI Settlement Administrator, c/o Complete Claim Solutions, LLC, P.O. Box 24788, West Palm Beach, FL 33416.

What Is the Current Status of This Action?

Pursuant to Court order, notice of the proposed Settlement of this Action was published in December 2007 and January 2008, and mailed to Class Members in January 2008.

On March 22, 2008, the Plaintiff filed a motion for final approval of the Settlement. A Final Settlement Hearing was conducted before the District Court on April 1, 2008, at which several Class Members who had timely filed objections to the terms of the Settlement presented their objections to the District Court. The District Court ordered Class Counsel to provide the District Court with additional information regarding the status of claims made in connection with the Settlement as well as information regarding claims made in connection with the settlement of another class action lawsuit involving BAR/BRI, *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.). Class Counsel provided the District Court with this information on June 6, 2008.

On June 30, 2008, a status conference was held before the District Court, during which Class Counsel suggested certain amendments to the Settlement Agreement. In accordance with the Court’s instructions, the Parties agreed by joint stipulation dated July __, 2008 to the following amendments (“Amendments”) to the Settlement described below.

No additional attorneys’ fees are being sought by plaintiffs’ counsel beyond those contemplated by the original settlement. No additional Court hearing is contemplated in connection with the approval of the Settlement or the Amendments, but the Court may, in its discretion, set a further hearing on the matter, and may also change the date without any further notice of any additional hearing it may set.

The deadlines for Class Members to submit written requests for exclusion from the Class or objections to any aspect of the Settlement have already elapsed, and the District Court has not authorized the submission of any further requests for exclusion or the filing of any further objections to any aspect of the Settlement, including without limitation objections to the changes proposed by the Amendments described herein. The Amendments described herein do not reopen or otherwise alter in any way the period in which requests for exclusion or objections to any aspect of the Settlement could have been timely submitted

How Do These Amendments Affect the Proposed Settlement?

The proposed Amendments only alter the Settlement in the following ways, which are designed to allocate the maximum amount of the proceeds of the Settlement to Class Members.

First, the Amendments remove the original Settlement Agreement's maximum payment limit, or "cap," of \$40 per Approved Claim. Instead, the amount of the payment to each Authorized Claimant under the Settlement, as amended, will simply be equal to the balance of the Settlement Fund remaining after payment of all fees, costs and expenses approved by the Court divided by the total number of Approved Claims, even if that amount exceeds \$40 per Approved Claim.

Second, the Amendments provide that any Person who did not submit a Claim by May 15, 2008 may do so, provided that any Claim Form submitted is postmarked no later than _____, 2008.

Third, the Amendments provide that any Person who requested exclusion from the Class may rescind such exclusion, by submitting a Claim Form postmarked no later than _____, 2008. Submittal of the Claim Form postmarked by this deadline will automatically rescind any prior request for exclusion previously submitted by that Class Member.

Fourth, the Amendments provide that any Person who filed a valid claim in connection with the settlement in *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.) and who is a Class Member in this Action will receive payments from the Settlement Fund for qualifying BAR/BRI bar review courses purchased, regardless of whether that Class Member filed or timely filed a Claim Form in connection with this Settlement, as originally required by the Settlement Agreement.

Fifth, the Amendments provide that any law firm or other employer Class Member that paid for qualifying BAR/BRI bar review courses on behalf of its employees or prospective employees and that is reasonably identifiable in BAR/BRI's records will receive payments from the Settlement Fund for the qualifying BAR/BRI bar review courses that it purchased, regardless of whether that Class Member filed or timely filed a Claim Form in connection with this Settlement, as originally required by the Settlement Agreement.

Finally, the Amendments provide that Sections 8.1 – 8.3 of the Stipulation and Settlement Agreement shall not release claims alleged in the complaint in *Stetson et. al. v. West Publishing Corp., et. al.*, No. CV 08-00810 R (C.D. Cal.), filed on February 6, 2008.

In addition to these changes, the Amendments also explain that the following terms have the following meanings in connection with the Settlement. The term “qualifying BAR/BRI bar review course” means a bar review course offered during the Class Period by BAR/BRI designed to prepare for any U.S. bar examination, not including the BAR/BRI Patent Bar course. A BAR/BRI bar review course that would otherwise be a “qualifying” course is not a “qualifying” course for purposes of this Settlement if it was purchased by any director, officer, or employee of defendants. The term “paid for in full by the Class Member” is intended primarily to describe either the situation in which (i) an individual paid the entire non-refundable cost of BAR/BRI bar review course or courses or (ii) the situation in which an employer, such as a law firm, paid the entire non-refundable cost of a BAR/BRI bar review course or courses on behalf of employees or prospective employees.

What Do I Have to Do?

You are not required to take any action in response to this Supplemental Notice. If you have not previously excluded yourself from this Settlement and timely submitted a Claim in connection with this Settlement, and you do nothing further, you will receive the benefits to which you are entitled pursuant to the amended terms of the Settlement, if approved by the District Court. If you previously excluded yourself from the Settlement and now wish to rescind your exclusion, you must do so by submitting a valid Claim Form postmarked no later than _____, 2008. If you are a Class Member who submitted a valid claim in connection with the *Rodriguez* settlement, but did not timely submit a Claim in connection with the Settlement in this Action, you will receive your payment from the Settlement Fund without further action by you. If you are a law firm or other employer Class Member that paid for qualifying BAR/BRI bar review courses on behalf of your employees or prospective employees but did not timely submit a Claim in connection with the Settlement in this Action, and you are reasonably identifiable in BAR/BRI’s records, you will receive your payment from the Settlement Fund without further action by you. If you did not timely submit a Claim in connection with this Settlement, and either did not previously exclude yourself from this Settlement or rescinded your exclusion in the manner described above, and are neither a *Rodriguez* claimant nor a law firm or other employer Class Member, both as described above, you must submit a Claim, postmarked no later than _____, 2008 to receive your payment from the Settlement Fund.

What If I Have Questions?

Copies of documents relevant to the Settlement, including the Notice, the Stipulation and Settlement Agreement, the District Court’s Preliminary Approval Order, and the proposed Amendments, are available on the Internet at <http://www.parkbarbrissettlement.com/>.

Pleadings and other records in the lawsuit also may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of New York.

If you need additional information concerning these Amendments to the Settlement, you may contact Class Counsel at Roy A. Katriel, Esq., The Katriel Law Firm, 1101 30th Street, NW,

Suite 500, Washington, DC 20007. You may also send an email inquiry to ParkBarbri@CompleteClaimSolutions.com.

DO NOT PHONE OR CONTACT THE COURT OR BAR/BRI FOR INFORMATION.

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
ANTHONY S. PARK, Individually on Behalf :
Of Himself and On Behalf of All Others :
Similarly Situated, :
:
Plaintiff, : Case No. 05 Civ. 2931 (WHP)
:
v. :
:
THE THOMSON CORPORATION :
:
and :
:
THOMSON LEGAL AND REGULATORY, :
INC., :
:
Defendants. :
:
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FINAL ORDER AND JUDGMENT

Having considered the Stipulation and Settlement Agreement dated November 30, 2007, including the exhibits annexed thereto (the “Stipulation and Settlement Agreement”); the Long Form Notice (“Notice”) provided in accordance with the Preliminary Approval Order of this Court; the Stipulation and Amendment to Stipulation and Settlement Agreement dated July _____, 2008, including the exhibits annexed thereto (the “Amendment”); the Supplemental Long Form Notice (“Supplemental Notice”); a fairness hearing having been held on April 1, 2008 for the purpose of determining whether the Settlement is fair, reasonable, and adequate and should be approved by the Court in full settlement of the captioned action; a status conference having been held on June 30, 2008; and upon all papers filed and proceedings had herein, good cause having been demonstrated to this Court’s satisfaction under the applicable law and rules of procedure:

It is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

13. This Final Order and Judgment incorporates by reference the definitions in the Stipulation and Settlement Agreement. All defined terms used herein shall have the same meanings as set forth in the Stipulation and Settlement Agreement.

14. The Court hereby approves the Settlement, including the proposed plan of allocation, as fair, reasonable and adequate, and directs consummation of all the terms and provisions of the Stipulation and Settlement Agreement as amended by the Amendment. With respect to its determination that the Settlement is fair, reasonable and adequate, the Court specifically notes that the outcome of the parties' motions for reconsideration of the Court's January 11, 2007 Memorandum and Order and a trial on the merits were by no means certain; that this action involved complex factual and legal issues; that the Stipulation and Settlement Agreement was reached with the participation of a respected mediator and retired federal judge; and that the Settlement reflects a substantial benefit to Class Members.

15. The Class certified for settlement purposes is defined as: all individuals, law firms, or other Persons who have paid the entire cost of one or more qualifying BAR/BRI bar review courses in the United States during the Class Period. Defendants' officers, employees and directors are excluded from the Class. The Class Period is the period from March 15, 2001 until January 4, 2008, inclusive. The Class continues to meet all the requirements of Fed. R. Civ. P. 23(a) and (b)(3). The terms "qualifying" and "paid the entire cost" shall have the meanings set forth in the Clarifications of Supplemental Long Form Notice and Summary Supplemental Notice.

16. The Court has not determined the merits of, and this Final Order and Judgment shall not constitute any finding or determination of, the claims and defenses in this

Action or evidence that this Action could properly have been litigated on behalf of any class. Nothing in this Final Order and Judgment, the Stipulation and Settlement Agreement, or the Amendment, and no aspect of the Settlement is or shall be deemed or construed to be an admission, concession or evidence of any violation of any statute or law or any liability or wrongdoing by any Defendant or Released Party or of the truth of any of the factual or legal claims or allegations relating to the subject matter of the Action.

17. Notice of the Settlement has been given, and by the deadline set forth in Section 4.1 of the Amendments to the Settlement, Supplemental Notice and a summary version of the Supplemental Notice in the form submitted by the parties shall be given pursuant to the provisions of the Amendments, to all Class Members known and reasonably identifiable in satisfaction of the requirements of applicable law and due process. The notice given, and the Supplemental Notice as well as the summary version of the Supplemental Notice to be given, constitute the best notice practicable under the circumstances and comports with the due process requirements.

18. The Action is dismissed with prejudice as to all Class Members who did not request exclusion from the Class in the time and manner provided for in the Notice, or who requested exclusion from the Class but rescinded their request for exclusion by submitting a Claim Form postmarked by the extended deadline corresponding to thirty days from the later of completion of the mailing of the Supplemental Notice or the latest publication of the summary version of the Supplemental Notice. A list of all persons who submitted requests for exclusion is attached hereto as Exhibit A. Within 30 days of the extended Claim Form filing deadline set forth in the Supplemental Notice, Class Counsel shall file or cause to be filed a declaration

setting forth any amendments to Exhibit A occasioned by any Class Members who rescind their prior request for exclusion.

19. Effective upon the Settlement becoming Final, as that term is defined in the Stipulation and Settlement Agreement, each Class Member shall be deemed to have, and by operation of this Final Order and Judgment shall fully, finally and forever release, relinquish and discharge Defendants and the Released Parties from all manner of claims, demands, actions, suits, causes of action (whether class, individual, or otherwise in nature), whether based on federal, state or other law, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any Releasor ever had, now has or hereafter can, shall or may have whether or not he, she or it objects to the Settlement and whether or not he, she or it makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity, by reason of, concerning or relating to in any way any conduct and/or cause of action that was or could have been alleged in the Action, including without limitation all claims that have been asserted or could have been asserted in any litigation against the Released Parties or any of them for any conduct alleged in this Action.

20. In addition to the release of claims as specified in ¶ 7, when the Settlement becomes Final, each Class Member will be deemed to have waived, released and relinquished any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which states:

Certain Claims not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;

and by any law of any other state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

21. The Court has considered that each Class Member may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of ¶¶ 7 and 8 hereof, but each Class Member by operation of this Final Order and Judgment waives and fully, finally and forever settles and releases, upon this Settlement becoming Final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of §§ 8.1 and 8.2 of the Stipulation and Settlement Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

22. Sections 8.1 – 8.3 of the Stipulation and Settlement Agreement shall not release claims alleged in the complaint in *Stetson v. West Publishing Corp.*, et. al. No. CV 08-810 R (C.D. Cal.), filed on February 6, 2008, nor the claims asserted in *Rodriguez v. West Publishing Corporation*, et. al., No. CV 05 3222 R (MCx) (C.D. Cal.).

23. All members of the Class who did not request exclusion from the Class in the time and manner provided in the Notice, or who rescind their exclusion in the time and manner to be provided in the Supplemental Notice, are hereby barred, permanently enjoined, and restrained from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against The Thomson Corporation, Thomson Legal & Regulatory, Inc., or any Released Person based on, relating to, or arising out of, any of the matters which are discharged and released pursuant to ¶¶ 7 – 9.

24. If the Settlement does not become Final, as defined in the Stipulation and Settlement Agreement, for any reason whatsoever, this Final Order and Judgment shall be deemed vacated and shall have no force or effect whatsoever.

25. The Court awards attorneys' fees of \$ _____ and expenses of \$ _____ to Class Counsel. In addition, the Court approves payment to Class Counsel, at the time the Fee and Expense Award is paid, of a proportional share of interest accrued on the Settlement Fund, net of taxes and related costs and fees, as set forth in § 3.8 of the Stipulation and Settlement Agreement. The Court finds that the foregoing fee award is reasonable as measured by the "percent of the fund" approach, and has also cross-checked this result by resort to the alternate "lodestar" method, and finds the fee and expense awarded to be reasonable under either method. The Escrow Account is directed to pay such amounts to Lead Counsel within five (5) business days after the Settlement becomes Final.

26. The Court awards Plaintiff Anthony Park an Incentive Award of \$ _____, said sum to be paid by the Escrow Agent to Park or his counsel no later than sixty (60) days from the date on which the Settlement becomes Final.

27. No later than ten (10) business days from the date of entry of this Final Order and Judgment, Defendants shall deposit the Settlement Amount less the amount previously deposited pursuant to § 3.4 of the Stipulation and Settlement Agreement into the Settlement Fund to be administered by the Escrow Agent, as set forth in § 3.6 of the Stipulation and Settlement Agreement. Any interest accrued on the Settlement Fund and any taxes due with respect to the Settlement Fund shall be paid as provided in §§ 3.8 and 3.9 of the Settlement Agreement.

28. Any amount remaining in the Settlement Fund Account after payment of Claims, the Fee and Expense Award, costs of Notice, costs of settlement and claims administration, and any Incentive Award shall be used to fund a *cy pres* award, as set forth in §§ 4.3 and 4.4 of the Stipulation and Settlement Agreement.

29. Within one hundred twenty (120) days after the Settlement becomes Final, or earlier, as determined by BAR/BRI, Defendants shall cause BAR/BRI to offer for purchase: (i) BAR/BRI Complete Courses; (ii) a BAR/BRI MBE Course; and (iii) BAR/BRI State-Specific Courses, as those terms are defined in the Stipulation and Settlement Agreement. Defendants' obligation pursuant to this ¶ 17 and § 3.11 of the Stipulation and Settlement Agreement terminates in all respects, without further action by the Parties or the Court, on the earlier of (a) three years and six months after the Settlement becomes Final; or (b) three years after the first date on which BAR/BRI offers for purchase the courses referred to in the first sentence of this ¶ 17.

30. Defendants shall retain the discretion to price the BAR/BRI courses referred to in § 3.11 of the Stipulation and Settlement Agreement to the full extent permitted by law. Nothing herein shall in any way (i) require Defendants to alter the BAR/BRI Complete Course; or (ii) affect Defendants' right to determine the structure, content, materials, schedule, or teaching methodology of BAR/BRI courses.

31. Any modification of Defendants' obligation pursuant to § 3.11 of the Stipulation and Settlement Agreement before the expiration of the sunset period provided for by § 3.11 shall be made only after obtaining Court approval.

32. Without affecting the finality of this Final Order and Judgment in any way, the Court reserves continuing and exclusive jurisdiction over the parties, including all

members of the Class as defined above, and the execution, consummation, administration, and enforcement of the terms of the Agreement and the award of attorneys' fees pursuant to the Settlement agreement, as well as the entry of any order setting or dissolving any bond or other security requirement in connection with the filing of any appeal.

33. The Court has received timely and otherwise properly filed objections only from the persons listed in Exhibit B to this Final Order and Judgment. Class Members other than those listed on Exhibit B hereto have, by failing properly and/or timely to file their objections, waived their right to object and/or otherwise oppose this Settlement and this Final Order and Judgment. The Court has considered each of the objections it has received, and finds them to be either without standing or without merit, and hereby overrules and denies each of the objections.

34. There being no just reason for delay, the Clerk is directed to enter this Final Order and Judgment forthwith.

Dated: July ____, 2008

United States District Judge

EXHIBIT A TO FINAL ORDER AND JUDGMENT

PARK V. THE THOMSON CORP., 05-CV-2931- WHP

(LIST OF OPT-OUT REQUESTS TIMELY RECEIVED)

Request for Exclusions Report

PROJECT: NY Barbri - Database: bbnry

Report Criteria: None

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Report ID :EXC10008

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph/Fax	Load Id
1			DAMARIS MEDINA 395 NEW BRITAIN AVE APT 129 NEW BRITAIN, CT 06053				0
<u>Msg Codes:</u>							
2			PETER A LANDECK 600 S DEARBORN ST #807 CHICAGO, IL 60605				0
<u>Msg Codes:</u>							
3			MARY BURD 601 S CLIFF AVE SUITE A SIOUX FALLS, SD 57104		(605) 332-4351		0
<u>Msg Codes:</u>							
4			CHRISTOPHER B SANUSI 10121 ANCIENT SEA PATH LAUREL, MD 20723				0
<u>Msg Codes:</u>							
5			PATRICIA A WILLIAMS KNA PATRICIA A BUTLER 2700 SELKIRK RD APT A308 BURNSVILLE, MN 55337				0
<u>Msg Codes:</u>							
6			TIFFANY STOCKBRAND 10193 HIGHLAND MEADOW LOOP #28-200 PARKER, CO 80134				0
<u>Msg Codes:</u>							
7			STACY NUMMERDOR HOPKINS KNA STACY L NUMMERDOR 203 HARVEY AVE GRAYSLAKE, IL 60030				0
<u>Msg Codes:</u>							
8			BRIDGET A ZERNER 51 FALKLAND STREET #1 BRIGHTON, MA 02135				0
<u>Msg Codes:</u>							

Request for Exclusions Report

PROJECT: NY Barbri - Database: bbnv

Report Criteria: None

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Report ID :EXC10006

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax	Load Id:
9			NEEMA JALALI 99 BUENA VISTA TER SAN FRANCISCO, CA 94117				0
<u>Msg Codes:</u>							
10			SARAH MINCHENER MCA SARAH M JALALI 99 BUENA VISTA TER SAN FRANCISCO, CA 94117				0
<u>Msg Codes:</u>							
11			DANELA R LISCIO 100 W 81ST ST APT 2B NEW YORK, NY 10024				0
<u>Msg Codes:</u>							
12			SARAH R BARNWELL 7408 TOLIE DR EASTON, MD 21601		(610) 529-2999		0
<u>Msg Codes:</u>							
13			MARGARET B MILLER 346 STACEY RD CHILLICOTHE, OH 45601		(740) 701-8823		0
<u>Msg Codes:</u>							
14			JEFFREY PIPOSAR 150 E 56TH ST APT 2B NEW YORK, NY 10022				0
<u>Msg Codes:</u>							
15			KEITH C KOPFORD 4235 NW 53RD ST GAINESVILLE, FL 32606				0
<u>Msg Codes:</u>							
16			MICHAEL K ENDLER 1236 BARN BROOK RD VIRGINIA BEACH, VA 23454				0
<u>Msg Codes:</u>							

Request for Exclusions Report

PROJECT: NY Barbr - Database: bbnv

Report Criteria: None

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Report ID :EXC10006

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Dev	Ph Fax
17			RYAN CRANE 1614 EDGM ST DENVER, CO 80218			
<u>Msg Codes:</u>						Lead Id: 0
18			JASON B SCHWARTZ 2302 THE WOODS CHERRY HILL, NJ 08003			
<u>Msg Codes:</u>						Lead Id: 0
19			SCQUEL E HARDING 2320 FOX HOLLOW DR PITTSBURGH, PA 15237			
<u>Msg Codes:</u>						Lead Id: 0
20			JOHN R MORRISSEY 348 UNIVERSITY AVE TORONTO ON M5G 2K8			
<u>Msg Codes:</u>						Lead Id: 0
21			KEVIN WALSH JR. 300 FOUR SEASONS DR DRUMS, PA 18222			
<u>Msg Codes:</u>						Lead Id: 0
22			THERESE M DAY 1723 S PONCE DE LEON AVE NE NO 2 ATLANTA, GA 30307			
<u>Msg Codes:</u>						Lead Id: 0
23			POOJA S SHIVANGI 3660 RICHMOND AVE APT 230 HOUSTON, TX 77046			
<u>Msg Codes:</u>						Lead Id: 0
24			THOMAS E LAGRANDEUR 2060 PHEASANT RIDGE DR WARSAW, IN 46580-1			
<u>Msg Codes:</u>						Lead Id: 0

Request for Exclusions Report

PROJECT: NY Barbri - Database: bbnv

Report Criteria: None

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Report ID :EXC10006

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph_Eag	Load Id:
25			CHARLES M BENNETT 7355A MCGUIRE AVE ELMENDORF AFB, AK 99506				0
<u>Mis Codes:</u>							
26			ALEX O CANIZARES 7425 L ST NW APT 419 WASHINGTON, DC 20037				0
<u>Mis Codes:</u>							
27			MATTHEW B WALKER 40900 WOODWARD AVE SUITE 240 BLOOMFIELD HILLS, MI 48304				0
<u>Mis Codes:</u>							
28			NICHOLAS P VANDEVEN 7582 BLACKBERRY AVE SAINT LOUIS, MO 63130				0
<u>Mis Codes:</u>							
29			REBECCA GOOD NKA REBECCA G MCBRIDE 5125 PEMBROKE PL PITTSBURGH, PA 15232				0
<u>Mis Codes:</u>							
30			SHANDA M ROBERTSON 8801 AUNT LILLY LN ANNANDALE, VA 22003				0
<u>Mis Codes:</u>							
31			ALICE B JOHNSON 205 GAYWOOD RD BALTIMORE, MD 21212				0
<u>Mis Codes:</u>							
32			KATHLEEN G CURAMENG 944 BROOKRIDGE DR FAYETTEVILLE, NC 28314				0
<u>Mis Codes:</u>							

Request for Exclusions Report

PROJECT: NY Barbri - Database: bbnv

Report Criteria: None

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Report ID :EXC10006

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax	Load Id:
33			HEIDI WALSON NKA HEIDI L HOHENDORF 2044 DEERFIELD DR NW WALKER, MI 49524				0
<u>Map Codes:</u>							
34			KEVIN M GABRIEL 1620 SW 12TH ST MIAMI, FL 33135				0
<u>Map Codes:</u>							
35			CAROL B FELTON 10305 100TH ST SW TACOMA, WA 98498				0
<u>Map Codes:</u>							
36			KELLYN JINES-STOREY 707 TREE BEND CT WESTERVILLE, OH 43082				0
<u>Map Codes:</u>							
37			SIOBHAN JAMSA 1108 6TH ST SE MINNEAPOLIS, MN 55414				0
<u>Map Codes:</u>							
38			JENNIFER H WELTE 821 RALPH MOGILL BLVD NE APT 2307 ATLANTA, GA 30306				0
<u>Map Codes:</u>							
39			TIMOTHY M SHERTY C/O MARGARET A SHEEHY ADMINISTRATOR 109 BLAISDELL AVE PAWTUCKET, RI 02860				0
<u>Map Codes:</u>							
40			MOLLY M GILL 1716 D ST NE WASHINGTON, DC 20002				0
<u>Map Codes:</u>							

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Report Criteria: None

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Report ID : EXC10006

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax	Lead Id:
41			HYOSUN KIM 1715 ADDISON ST APT 1 PHILADELPHIA, PA 19146				0
<u>Msg Codes:</u>							
42			THOMAS M SCHMIDT 919 ELK COURT PLATTSMOUTH, NE 68648				0
<u>Msg Codes:</u>							
43			MICHAEL B ABRAMSON 440 BRIARVISTA WAY ATLANTA, GA 30329				0
<u>Msg Codes:</u>							
44			JEREMY SMORTS 2308 N 1000 W PROVO, UT 84604				0
<u>Msg Codes:</u>							
45			RICHARD BODMER 2114 CUYLER AVE CHICAGO, IL 60618				0
<u>Msg Codes:</u>							
46			PEARL PHAM 65 SPRING RD MALVERN, PA 19355				0
<u>Msg Codes:</u>							
47			NOLLY M BRYAN 5103 CAROLWOOD LN DURHAM, NC 27713				0
<u>Msg Codes:</u>							
48			MARY EMORIARTY POB 54884 IRVINE, CA 92619				0
<u>Msg Codes:</u>							

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Report Criteria: None

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Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax	Load Id
49			MIN H PARK 4040 PENDER RIDGE TERRACE FAIRFAX, VA 22033				0
<u>Msg Codes:</u>							
50			SHANTE V GONES 3437 1/2 PALM ST HOUSTON, TX 77004				0
<u>Msg Codes:</u>							
51			ELIZABETH CARRANZA 13235 DELAWARE CIRCLE WAYNESBORO, PA 17268				0
<u>Msg Codes:</u>							
52			KENDALL MC VAY 2650 SE WATERS EDGE LN TOPEKA, KS 66605				0
<u>Msg Codes:</u>							
53			FAMBLA M CORREA 26393 RIVERBANK RD SALISBURY, MD 21801				0
<u>Msg Codes:</u>							
54			JULIE M FOSTER 1246 N OAK AVE FAYETTEVILLE, AR 72703				0
<u>Msg Codes:</u>							
55			ADRIANA MOURAD 5701 NW 58TH ST TAMARAC, FL 33321				0
<u>Msg Codes:</u>							
56			ODALIZ MARTINEZ 2701 RIVERSIDE DR APT 515 CORAL SPRINGS, FL 33065				0
<u>Msg Codes:</u>							

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Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Eax
57			MELISSA J SULLIVAN 7911 COUNTRYSIDE DR #134 NEWOT, CO 80503			
<u>Msg Codes:</u>						Lead Id: 0
58			TDALISSE ZAYAS 736 LA FIESTA DR DAVENPORT, FL 33837			
<u>Msg Codes:</u>						Lead Id: 0
59			RODRIGO ANDRADE JR 2122 E HOLLADAY ST TUCSON, AZ 85706			
<u>Msg Codes:</u>						Lead Id: 0
60			WHITNEY K MCGUIRE 96121 LIGHT WIND DR FERNANDINA BEACH, FL 32034			
<u>Msg Codes:</u>						Lead Id: 0
61			PEK YOKE CHOONG 11 SENGKANG SQUARE #09-30 COMPASS HEIGHT SINGAPORE 545076			
<u>Msg Codes:</u>						Lead Id: 0
62			ALEXEY V MANASUEV 6356 DRAGO ST BURKE, VA 22015			
<u>Msg Codes:</u>						Lead Id: 0
63			JOSEPH KANADA 16075 GREENWOOD RD MONTE SERENO, CA 95030			
<u>Msg Codes:</u>						Lead Id: 0
64			NANNETTE MEYETTE 14073 JACOB AVE EASTPOINTE, MI 48021			
<u>Msg Codes:</u>						Lead Id: 0

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Report Criteria: None

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Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax
65			KIM HOLMES FKA KIM M REED 1914 CLISE PL W SEATTLE, WA 98199			
<u>Msg Codes:</u>						Load Id: 0
66			JAMES R MEADOWS 600 STUDEMONT #1409 HOUSTON, TX 77007			
<u>Msg Codes:</u>						Load Id: 0
67			ELIZABETH M HAYES 18 OCEAN ST APT #4 SOUTH PORTLAND, ME 04106			
<u>Msg Codes:</u>						Load Id: 0
68			SEAN BEAUDOIN 1853 DAVIS AVE LANSING, MI 48910			
<u>Msg Codes:</u>						Load Id: 0
69			RUSSELL GUELER 1901 WILD PONY AVE NORTH LAS VEGAS, NV 89011			
<u>Msg Codes:</u>						Load Id: 0
70			RICHARD A SANDERS 1224 FORDS POINTE CIR SAVANNAH, GA 31419			
<u>Msg Codes:</u>						Load Id: 0
71			GITA KOTHARI 78 RUE DE PROVENCE 75009 PARIS			
<u>Msg Codes:</u>						Load Id: 0
72			VANESSA HORBALY NKA VANESSA HORBALY GALLAGHER 5910 RENAISSANCE CT BURKE, VA 22015			
<u>Msg Codes:</u>						Load Id: 0

Request for Exclusions Report

PROJECT: NY Barbrl - Database: bby

Report Criteria: None

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Excl No	Reed Dt	Tax Id	Name and Address	Xref	Pls Dav	Ph Fax	Load Id
73			ALAN LEWENSTEIN 9354 HILLERY DR #9104 SAN DIEGO, CA 92126				0
<u>Msg Codes:</u>							
74			ELESTER ROSELYN FRANK PKA ELESTER ROSELYN DUSHANE 8749 E EL NIDO LN SCOTTSDALE, AZ 85250				0
<u>Msg Codes:</u>							
75			GRACE W KAO 4 BLACKBERRY CT JOHNSON CITY, TN 37604				0
<u>Msg Codes:</u>							
76			STACEY L DANCIL 7401 WALKER MILL DR CAPITOL HEIGHTS, MD 20743				0
<u>Msg Codes:</u>							
77			ANDREA WILKOVICH 100 OLD PALISADES RD #3203 FORT LEE, NJ 07024				0
<u>Msg Codes:</u>							
78			ROBERT F JACKSON 6644 GLADE AVE #224 CANOGA PARK, CA 91303				0
<u>Msg Codes:</u>							
79			ALEXANDER SANDY SHURIN 451 E 83RD ST APT 16D NEW YORK, NY 10028				0
<u>Msg Codes:</u>							
80			MARIA Y FEDOR 355 SOUTH END AVE APT 25G NEW YORK, NY 10280				0
<u>Msg Codes:</u>							

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Report Criteria: None

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Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Rh Fax
81			CHARMAINE R BACKENS 3401 W FARMER LN AUSTIN, TX 78727			
<u>Msg Codes:</u>						Load Id: 0
82			COURTNEY L THOM 246 S MELEE ST MERRILL, MI 48637			
<u>Msg Codes:</u>						Load Id: 0
83			LUZ A LEZARAZO 20 N BROADWAY J245 WHITE PLAINS, NY 10601			
<u>Msg Codes:</u>						Load Id: 0
84			DIANA BURGOS 1345 NORMANDY DR MIAMI BEACH, FL 33141			
<u>Msg Codes:</u>						Load Id: 0
85			GABRIELLE F CULMER 810 W 52ND ST APT 52E NEW YORK, NY 10019			
<u>Msg Codes:</u>						Load Id: 0
86			NATALIE V LATCHMAN 606 ACADEMY TERRACE LINDEN, NJ 07036			
<u>Msg Codes:</u>						Load Id: 0
87			JOANNA M KAZAKOVA 106 4TH AVE APT B2 PELHAM, NY 10803			
<u>Msg Codes:</u>						Load Id: 0
88			JONATHAN M ECK 38 MAPLE ST #7 SUNAPEE, NH 03782			
<u>Msg Codes:</u>						Load Id: 0

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PROJECT: NY Barbri - Database: bby

Report Criteria: None

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Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	El Fax
89			MICHAEL AUGELLO 20 LANTERN LN RAMSEY, NJ 07446			
<u>Msg Codes:</u>						Load Id: 0
90			TRACY YVETTE WILLIAMS 4835 C DELRIDGE WAY SW SEATTLE, WA 98106			
<u>Msg Codes:</u>						Load Id: 0
91			SACHIN AGGARWAL C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Load Id: 0
92			JULIE ANGELL C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Load Id: 0
93			MICHAEL D AMM C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Load Id: 0
94			JONATHAN R CESCON C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Load Id: 0
95			AMANDA M DOTY C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Load Id: 0
96			SUB-ANNE FOX C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Load Id: 0

Request for Exclusions Report

PROJECT: NY Barbrl - Database: bbny

Report Criteria: None

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Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax
97			ERNEST V GOODWIN C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
98			MARK IRVING C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
99			SARAH JENSEN C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
100			MAYAH JUDOVITS C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
101			LISA M KEELS C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
102			SETH KERSCHNER C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
103			RENEE C LALIBERTE C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
104			TIMOTHY MARTIN C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0

Request for Exclusions Report

PROJECT: NY Barbrl - Database: bby

Report Criteria: None

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Report ID :EXC10006

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax
105			DAVID MATTINGLY C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
106			MATTHEW J MARQUARDT C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
107			CRAIG PELL C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
108			MICHAEL PICKERSGILL C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
109			NADINE ROCKMAN C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
110			SARO SARMAZIAN C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
111			SUNNY S SODHI C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0
112			MARK J TICE C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO MSK 1N2			
<u>Msg Codes:</u>						Load Id: 0

Request for Exclusions Report

PROJECT: NY Barbr - Database: bbny

Report Criteria: None

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Report ID :EXC10006

Excl No.	Recd Dt	Tex Id	Name and Address	Xref	Ph Day	Ph Fax
113			EMILIE J WALGRNBACH C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N3			
<u>Msg Codes:</u>						Lead Id: 0
114			HEDING YANG C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Lead Id: 0
115			TRACY A ZANCO C/O TORYS LLP 3000 79 WELLINGTON ST W TORONTO M5K 1N2			
<u>Msg Codes:</u>						Lead Id: 0
116			RYAN J DUNLAVEY POB 413 NORTH EAST, PA 16428			
<u>Msg Codes:</u>						Lead Id: 0
117			REBECCA Z MCCAULEY 60 PONDEROSA CT ORCHARD PARK, NY 14127			
<u>Msg Codes:</u>						Lead Id: 0
118			HARIDIMOS V TERRAVALOS 3333 HENRY HUDSON PARKWAY APT PHL RIVERDALE, NY 10463			
<u>Msg Codes:</u>						Lead Id: 0
119			STEPHEN STETSON 1395 SOUTHERN GARDENS DR TUSCALOOSA, AL 35404			
<u>Msg Codes:</u>						Lead Id: 0
120			DAVID ELDRIDGE 131 EXMORE DR SPRINGFIELD, IL 62704			
<u>Msg Codes:</u>						Lead Id: 0

Request for Exclusions Report

PROJECT: NY Barbri - Database: bbnv

Report Criteria: None

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Report ID :EXC10006

Excl No	Recon Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax	Load Id
121			BRIANNE E RAHN 72 OAKDALE AVE S NEW HARTFORD, NY 12413				0
<u>Msg Codes:</u>							0
122			JANE H JUVE POB 1044 RAWLINS, WY 82301				0
<u>Msg Codes:</u>							0
123			JOSEPH HOLMES TYLAS FARM OLD BYLAND HEMSLEY YORK Y062 5LR				0
<u>Msg Codes:</u>							0
124			SANDRA V LORA 5 CONDLIT ST LAWRENCE, MA 01841				0
<u>Msg Codes:</u>							0
125			JONATHAN A WILCOX 34 W POPLAR AVE #306 COLUMBUS, OH 43215				0
<u>Msg Codes:</u>							0
126			SUSAN Y SARRAZIN 200 LAKE RD APT 201 BELTON, TX 76513				0
<u>Msg Codes:</u>							0
127			NISHA PATEL 750 NE 64 ST APT B310 MIAMI, FL 33138				0
<u>Msg Codes:</u>							0
128			SHILPA GOKLANI 131 E HOLLY ST APT 107 PASADENA, CA 91103				0
<u>Msg Codes:</u>							0

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Report Criteria: None

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Report ID :EXC10006

Excl No	Recd Dt	Tax Id	Name and Address	Xref	Ph Day	Ph Fax	Load Id:
129			NATHAN D STUMP 9292 SPRINGWOOD CT MONTGOMERY, AL 36117				0
<u>Map Codes:</u>							
130			MONICA A STUMP 9292 SPRINGWOOD CT MONTGOMERY, AL 36117				0
<u>Map Codes:</u>							
131			CHARLES WALTERS C/O CLEARY GOTTLIEB ONE LIBERTY PLAZA NEW YORK, NY 10006				0
<u>Map Codes:</u>							
132			ETSUKO OKI ST PLACE UMEGAOKA 13 14 1 DAITA SETAGAYA KU TOKYO 155 0033				0
<u>Map Codes:</u>							
133			ERIN BURNS 3200 TODDS RD APT 1306 LEXINGTON, KY 40509				0
<u>Map Codes:</u>							
134			LAURIE L TROTTER 1833 CLYDESDALE DR CARSON CITY, NV 89703				0
<u>Map Codes:</u>							

Total Records: 134

EXHIBIT B TO FINAL ORDER AND JUDGMENT

PARK V. THE THOMSON CORP., 05-CV-2931- WHP

(LIST OF OBJECTORS TIMELY RECEIVED)

1. Richard E. Schatzel
2. Bonner Walsh
3. George Schneider, Jonathan Slomba, and James Puntumapanitch (collective objection)
(subsequently withdrawn at June 30, 2008 Status Conference).
4. Michael Fargarson (subsequently withdrawn by unopposed motion).
5. Shane Lavigne (subsequently withdrawn without opposition).