

SCHUBERT & REED LLP
Three Embarcadero Center, Suite 1650
San Francisco, CA 94111
(415) 788-4220

1 ROBERT C. SCHUBERT S.B.N. 62684
JUDEN JUSTICE REED S.B.N. 153748
2 MIRANDA KOLBE S.B.N. 214392
SCHUBERT & REED LLP
3 Three Embarcadero Center, Suite 1650
San Francisco, California 94111
4 Telephone: (415) 788-4220
Fascimile: (415) 788-0161
5

6 JAMES E. MILLER
PATRICK A. KLINGMAN
KAREN M. LESER S.B.N 231189
7 SHEPHERD FINKELMAN MILLER & SHAH, LLC
65 Main Street
8 Chester, Connecticut 06412
Telephone: (860) 526-1100
9 Facsimile: (860) 526-1100

10 *Counsel for Derivative Plaintiff*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN MATEO
13

14 CHARLES WHITE,
Plaintiff,

15 vs.

16 RADHA R. BASU, MANUEL DIAZ, KEVIN
17 C. EICHLER, EDWARD S. RUSSELL, and
JAMES THANOS,

18 Defendants,
19

--and--
20

21 SUPPORTSOFT, INC., a Delaware
Corporation,

22 Nominal Defendant.
23
24
25
26
27

Case No. 451677

**[PROPOSED] ORDER AND FINAL
JUDGMENT**

Date: December 3, 2007

Time: 9:00 a.m.

Dept.: 1

Hon. Carol L. Mittlesteadt

28 Case No. 451677

STIPULATION OF SETTLEMENT – EXHIBIT B – [PROPOSED] ORDER AND FINAL JUDGMENT

1 This matter came before the Court on the application of the parties for approval of the
2 settlement set forth in the Stipulation of Settlement dated October ____, 2007 ("the Stipulation").
3 Having considered all papers filed and proceedings in this action and good cause appearing,
4 therefore,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 6 1. All capitalized terms herein shall have the same meaning provided in the Stipulation.
- 7 2. This Court has jurisdiction over the subject matter of this Action and over all parties
8 to this Action.
- 9 3. The terms of settlement of this Action, which are set out in the Stipulation, are fair,
10 reasonable and adequate to nominal defendant SupportSoft, Inc. ("SupportSoft" or "the Company").
- 11 4. Accordingly, this Court approves the settlement and orders the parties to
12 consummate the settlement in accordance with its terms as set forth in the Stipulation.
- 13 5. The action is dismissed on the merits with prejudice and without costs (other than
14 as provided below), and each of the Released Persons is discharged from any and all liability for
15 the claims released under the terms of the Stipulation. Plaintiff and all derivative counsel are
16 released from any and all claims arising out of, relating to or in connection with their institution,
17 prosecution, assertion or resolution of the Action or the Released Claims.
- 18 6. All persons, firms, corporations or other entities, including SupportSoft and its
19 shareholders, and the beneficial owners of such shares, whether or not such persons appeared in the
20 Action, are forever barred from prosecuting any and all Released Claims in any jurisdiction on
21 behalf of SupportSoft against any and all Released Persons
- 22 7. The Company shall pay or cause its insurance carrier to pay to derivative counsel
23 attorneys' fees and expenses in the aggregate amount of Seven Hundred Forty-Five Thousand
24 Dollars (\$745,000), as set forth in the Stipulation, and such payment is hereby approved by the
25 Court and so ordered on the terms set forth in the Stipulation.
- 26 8. The Company shall pay or cause its insurance carrier to pay to derivative plaintiff
27 an incentive award in the amount of fifteen thousand dollars (\$15,000), as set forth in the

28 Case No. 451677

STIPULATION OF SETTLEMENT – EXHIBIT B – [PROPOSED] ORDER AND FINAL JUDGMENT

1 Stipulation, and such payment is hereby approved by the Court and so ordered on the terms set
2 forth in the Stipulation.

3 9. Neither the Stipulation nor the settlement contained therein, nor any act performed
4 nor document executed pursuant to or in furtherance of the Stipulation or the settlement contained
5 therein: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
6 validity of the Released Claims, or of any wrongdoing or liability of the Defendants, or (ii) is or
7 may be deemed to be or may be used as an admission of, or evidence of, any fault of omission of
8 any of the Defendants in any civil, criminal or administrative proceeding in any court,
9 administrative agency or other tribunal.

10 10. The Court finds that during the course of the Action, the Settling Parties and their
11 respective counsel at all times complied with applicable California law and Rules of Procedure.

12 11. In the event that the settlement does not become effective in accordance with the
13 terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by
14 and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and
15 releases delivered in connection herewith shall be null and void to the extent provided by and in
16 accordance with the Stipulation.

17 12. Without affecting the finality of this Judgment in any way, the Court retains
18 jurisdiction over: (1) the implementation and enforcement of the Settlement Agreement until each
19 and every act agreed to be performed by the parties to the Settlement Agreement shall have been
20 performed; (2) any other action necessary to conclude this settlement and to implement the
21 Settlement Agreement; and (3) the enforcement, construction and interpretation of the Settlement
22 Agreement.

23 13. The Court finds that no just reason exists for delay in entering this Judgment.
24 Accordingly, the Clerk is hereby directed forthwith to enter this Judgment pursuant to California
25 Code of Civil Procedure section 664.6.

26
27
28 Case No. 451677
STIPULATION OF SETTLEMENT – EXHIBIT B – [PROPOSED] ORDER AND FINAL JUDGMENT

SCHUBERT & REED LLP
Three Embarcadero Center, Suite 1650
San Francisco, CA 94111
(415) 788-4220

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

Hon. Carol L. Mittlesteadt
Judge, San Mateo Superior Court

Case No. 451677
STIPULATION OF SETTLEMENT - EXHIBIT B - [PROPOSED] ORDER AND FINAL JUDGMENT