

In re TXU Corp. Derivative Litigation

IN THE DISTRICT COURT OF
DALLAS COUNTY, TEXAS
44th JUDICIAL DISTRICT

FINAL ORDER AND JUDGMENT

Pursuant to the Settlement Agreement dated as of January 7, 200~~7~~⁸ (the "Agreement"¹) and the Scheduling Order entered in accordance therewith, a hearing was held before this Court on April 18, 2008, due and proper notice of said hearing having been given in accordance with the Scheduling Order; the respective parties having appeared by their attorneys of record; the Court having heard and considered the submission and evidence presented in support of the proposed State Settlement and any opposition thereto; the attorneys for the respective parties having been heard; an opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Agreement and Scheduling Order; the Court having determined that notice to TXU Shareholders pursuant to the Scheduling Order was proper, adequate and sufficient; the Court having considered, among other matters, the benefits of the proposed State Settlement to TXU Shareholders and the risks, complexity, expense and probable duration of further litigation; and the entire matter of the proposed State Settlement having been heard and considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED this 18th day of April, 2008 that:

¹ Unless otherwise indicated, all capitalized terms retain the meanings assigned in the Agreement.

1. The Notice and the Summary Notice have been given to TXU Shareholders, pursuant to and in the manner directed by the Scheduling Order, proof of mailing of the Notice and publication of the Summary Notice was filed with the Court by counsel for Plaintiff Goldman and full opportunity to be heard has been offered to all parties, TXU Shareholders and persons in interest. The form and manner of the Notice and the Summary Notice are hereby determined to have been the best notice practicable under the circumstances and to have fully complied with each of the requirements of the Constitutions of the United States and the State of Texas, Texas Business Organizations Code 21.560(b) and all other applicable laws, and constitutes due and sufficient notice to all persons entitled thereto, and it is further determined that all TXU Shareholders are bound by the State Judgment herein.

3. The Court finds and concludes that the State Settlement is fair, reasonable and adequate and in the best interests of TXU and TXU Shareholders, and hereby approves the State Settlement and all transactions preliminary or incident thereto. The Court further finds and concludes that Plaintiffs Walter and Rita Goldman were TXU shareholders at all relevant times. The parties to the Agreement are hereby authorized and directed to comply with and to consummate the State Settlement in accordance with its terms and provision; and the Clerk of Court is directed to enter and docket this State Judgment in this action.

4. This State Judgment shall not be deemed a presumption, concession, or admission by any Released Person of any fault, liability or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Settled Actions, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Settled Actions, or in any

other action or proceeding, whether civil, criminal or administrative, for any purpose other than as provided expressly herein.

5. In the event that the State Settlement fails to become effective in accordance with its terms, or if the terms of this State Judgment are reversed, vacated, or materially modified on appeal (and, in the event of material modification, if any party elects to terminate the State Settlement), this State Judgment (except this Paragraph) shall be null and void, the State Settlement shall be deemed terminated and the parties shall return to their positions as provided for in the Agreement.

6. Plaintiff Goldman and each TXU Shareholder shall be deemed to have, and by operation of this State Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims (including claims that Plaintiff Goldman and each of the TXU Shareholders do not know or suspect to exist at the time of the release, which if known, might have affected such party's decision to enter into the release) against the Released Persons. By operation of the entry of this State Judgment, Plaintiff Goldman and the TXU Shareholders, for themselves and their respective heirs, executors, administrators, predecessors, representatives, agents, successors, and assigns, agree to waive and shall be deemed to have waived any and all provisions, rights and benefits which they now have, or in the future may have by virtue of the provisions of § 1542 of the California Civil Code and any other similar, comparable or equivalent law or provision with respect to the Released Claims, which section provides as follows: 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.

7. This State Judgment will permanently bar and enjoin the institution and prosecution by Plaintiff Goldman and any TXU Shareholder of any action against any Released Person in any court asserting any Released Claims.

8. Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of this State Judgment shall have, fully, finally, and forever released, relinquished and discharged Plaintiff Goldman, each and all of the TXU Shareholders, and Plaintiffs' counsel in the Settled Actions from any and all claims, based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the actions or the Released Claims.

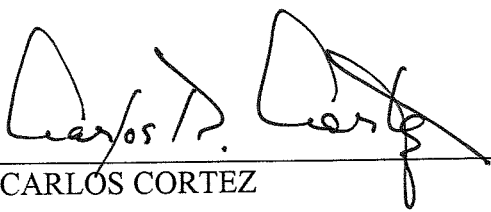
9. Plaintiffs' counsel are hereby awarded \$3,500,000.00 in fees and expenses. EFH shall pay on its own behalf and for the benefit of the other defendants in the Settled Actions and Released Persons the attorneys' fees and expenses awarded to Plaintiffs' counsel in the Settled Actions within five (5) business days as provided in the Settlement Agreement. The award of attorneys' fees shall be allocated among Plaintiffs' counsel in a fashion which, in the opinion of Plaintiffs' lead counsel, fairly compensates Plaintiffs' counsel for their respective contributions to the prosecution and settlement of the Actions. In the event that an award of fees and expenses to Plaintiffs' counsel is reversed or modified on appeal, or in the event that the conditions in Paragraph 2.7 of the Settlement Agreement are not satisfied in full or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, Plaintiffs' counsel shall refund to EFH any advanced amount and all interest accrued or accumulated thereon.

10. This action is hereby dismissed with prejudice against the Released Persons, with each party to bear its own costs and fees, except as determined in connection with the fee application above.

11. Without affecting the finality of this State Judgment, the Court reserves jurisdiction of any matters relating to the consummation and administration of the State Settlement.

IT IS SO ORDERED

This 18th day of April, 2008.



HON. CARLOS CORTEZ