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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MONTY BLATT, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

CORN PRODUCTS INTERNATIONAL,
INC., and SAMUEL C. SCOTT, III,

Defendants.

Case No. 05-CV-03033
Hon. James B. Zagel

JUDGMENT

This matter having come before the Court for hearing, pursuant to the Order of this Court, dated June 19, 2007, on the application of the Parties for approval of the Settlement set forth in the Stipulation and Agreement of Settlement dated May 23, 2007 (the "Stipulation"), and due and adequate notice having been given to the Settlement Class (as defined below) as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that:

1. All capitalized terms used herein shall have the same meanings as set forth in the Stipulation, including, without limitation:

- a. **"Released Claims"** means any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown (as Unknown Claims is defined herein), whether or not concealed, including claims for negligence, gross negligence, breach of

fiduciary duty or care and/or breach of duty of loyalty, fraud, or violations of any state or federal statutes, rules, or regulations, by any individual, derivative, or class plaintiff against Defendants and the Released Parties arising out of, based upon, or related to the purchase of Corn Products common stock during the Settlement Class Period and the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act that were or could have been alleged in the Action.

- b. **“Released Parties”** means, in any capacity, Defendants; their present and former parents, subsidiaries, divisions, and affiliates; each of their respective present and former employees, officers, directors, attorneys, accountants, insurers, and agents; any person or entity that was or is affiliated with, or has or had a controlling interest in, any of the foregoing; and the predecessors, heirs, successors, and assigns of each of the foregoing;
- c. **“Settlement Class”** and **“Settlement Class Members”** mean all persons who purchased Corn Products common stock during the Settlement Class Period. Excluded from the Settlement Class are Defendants; the officers and directors of Corn Products, at all relevant times; members of their immediate families and their legal representatives, heirs, successors, or assigns; and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are any Settlement Class Members who make a timely Request for Exclusion in accordance with the requirements set forth in the Notice.
- d. **“Settlement Class Period”** means the period from January 25, 2005 through April 4, 2005, inclusive.

2. The Court has jurisdiction over the subject matter of the Action, the Plaintiff, and all Settlement Class Members, and to consider and enter this Order.

3. Solely for the purposes of the Stipulation and the Settlement, the Court finds that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied in that:

(a) the number of Settlement Class Members, which Plaintiffs believe to be in the tens of thousands, is so numerous that joinder of all members thereof is impracticable;

(b) there are questions of law and fact common to the Settlement Class, including, *inter*

alia: whether the federal securities laws were violated by Defendants' alleged acts; whether Defendants' statements to the investing public and Corn Products' shareholders omitted to state and/or misrepresented material facts about Corn Products' financial condition in violation of Rule 10b-5(b); whether Defendants acted willfully, knowingly, or recklessly; whether the market price of Corn Products' common stock was artificially inflated due to Defendants' alleged conduct; whether the conduct engaged in by Defendants caused the Settlement Class Members' losses; and whether the members of the Settlement Class have sustained damages;

(c) the claims of the class representatives are typical of the claims of the Settlement Class they seek to represent, since their claims are based on the same allegedly materially false and misleading statements contained in, or material facts allegedly omitted from, documents and statements disseminated by Defendants to the investing public generally;

(d) the class representatives, who were allegedly injured by the same course of conduct that injured the other members of the Settlement Class, who seek the same measure of damages, and whose counsel is highly experienced in securities class action litigation, have and will fairly and adequately represent the interests of the Settlement Class;

(e) the questions of law and fact common to the members of the Settlement Class, many of which are listed above in paragraph (b), predominate over any questions affecting only individual members of the Settlement Class; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, given the prohibitive costs and expense of individual actions, the geographic diversity of the Settlement Class, and the ease and efficiency of class adjudication.

4. Solely for the purposes of the Stipulation and the Settlement, the Court hereby certifies the Settlement Class pursuant to Rule 23(b)(3).

5. The Notice given to the Settlement Class of the Settlement and the other matters set forth therein was the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said Notice provided due and adequate notice of these proceedings and of the matters set forth in the Stipulation, including the proposed Settlement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement as set forth in the Stipulation, finds that said Settlement is, in all respects, fair, reasonable, and adequate with respect to the Settlement Class, and directs that the Settlement be consummated in accordance with the terms and conditions set forth in the Stipulation.

7. The Action is hereby dismissed with prejudice, and without costs (except as set forth in the Stipulation).

8. Upon this Judgment becoming Final, Plaintiffs and each Settlement Class Member who has not previously excluded himself, herself, or itself from the Settlement Class, on behalf of themselves, their successors, and assigns, and any other person claiming through or on behalf of them, and regardless of whether any such Plaintiff or Settlement Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Net Settlement Fund established pursuant to the Stipulation, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, shall have covenanted not to sue the Released Parties with respect to all such Released Claims, and

shall be permanently barred and enjoined from instituting, commencing, prosecuting, or asserting any such Released Claim against any Released Party.

9. Upon this Judgment becoming Final, all obligations of Defendants to Plaintiffs and the Settlement Class Members arising out of, based upon, or otherwise related to the transactions and occurrences that were alleged, or could have been alleged, on behalf of Plaintiffs and the Settlement Class Members in the Action shall be fully, finally, and forever discharged, and all persons shall be permanently barred and enjoined from instituting, prosecuting, pursuing, or litigating in any manner (regardless of whether such persons purport to act individually, representatively, or in any other capacity and regardless of whether such persons purport to allege direct claims, claims for contribution, indemnification, or reimbursement, or any other claims) any such obligations.

10. Upon this Judgment becoming Final, Defendants shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged each and all of Plaintiffs, Settlement Class Members, Plaintiffs' Counsel, and all other plaintiffs' counsel in this and related actions from all claims that have been or could have been asserted in this litigation or in any other forum by one or more of the Defendants or their successors or assigns, arising out of, in any way relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims except to enforce the releases and other terms and conditions contained in the Stipulation, or any Court order (including but not limited to this Judgment) entered pursuant thereto.

11. This Judgment is a final judgment in the Action as to all claims among Defendants, on the one hand, and Plaintiffs and all Settlement Class Members, on the other. This Court finds, for purposes of Rule 54(b) of the Federal Rules of Civil Procedure, that there is no

just reason for delay and expressly directs entry of judgment as set forth herein.

12. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over (a) implementation of the Settlement; (b) any award or distribution of the settlement fund established pursuant to the Stipulation, including interest earned thereon; and (c) all other proceedings related to the implementation and enforcement of the terms of the Stipulation and/or the Settlement. The time to appeal from this Judgment shall commence upon its entry.

13. Pursuant to Section 21D(c)(1) of the Private Securities Litigation Reform Act of 1995, the Court hereby finds that each Party, and his, her, or its counsel, has complied with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure as to all papers and filings related to the Released Claims, and that insofar as they relate to the Released Claims, the Action was not brought for any improper purpose and was not unwarranted under existing law or legally frivolous.

14. Counsel for Plaintiffs and the Class are awarded fees in the amount of \$1,650,000 or 25% of the Gross Settlement Fund, plus reimbursement of expenses in the amount of \$69,683.18, each amount plus interest to the same extent that interest has been earned on the Settlement Fund, both to be paid from the Gross Settlement Fund. Lead Counsel shall allocate and disburse the attorneys' fees among Plaintiffs' Counsel in a manner in which Lead Counsel in good faith believes reflects the contributions of such counsel to the prosecution of and results obtained in the Action. Any such payment shall be subject to Plaintiffs' Counsel's obligation, within ten (10) business days of written notice of the event, to make appropriate refunds or repayments to the Gross Settlement Fund (plus accrued interest at the same net rate as is earned by the Gross Settlement Fund), if and when, as a result of any appeal and/or further proceedings

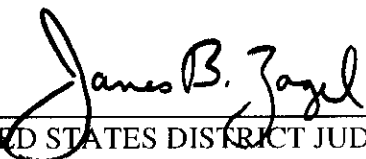
on remand, or successful collateral attack, the Settlement is overturned or the fee or cost award is reduced or reversed, in an amount or amounts consistent with such reduction or reversal. Each of Plaintiffs' Counsel, as a condition of receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph. Any further proceedings regarding the allocation of or otherwise relating to the attorneys' fees or reimbursement of expenses awarded herein shall in no way disturb or affect this Order and Final Judgment and shall be considered separate from this Order and Final Judgment.

15. In the event that this Judgment does not become Final, this Judgment shall be rendered null and void and shall be vacated, *nunc pro tunc*, and the provisions of paragraph 39 of the Stipulation shall apply.

16. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

IT IS SO ORDERED.

Dated: Chicago, Illinois
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UNITED STATES DISTRICT JUDGE