

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JAMES BRANT HARGRAVE, PATRICE	§	
HARGRAVE, BRENDA MAYNARD and	§	
MENTHA PRICE, on behalf of the TXU	§	
Thrift Plan, and all others similarly	§	CIVIL ACTION NO.
situated,	§	
	§	3:02-CV-2573-K
Plaintiffs,	§	
	§	
VS.	§	
	§	
TXU CORP., et al.,	§	
	§	
Defendants.	§	

FINAL JUDGMENT

This matter came before the Court for hearing pursuant to the Court's December 12, 2007 Order on the Parties' application for approval of the settlement set forth in the Class Action Settlement Agreement (the Settlement Agreement), dated September 26th, 2007. Due and adequate notice having been given to the Settlement Class as required in the 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 therefore, IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that:

This Judgment incorporates by reference the definitions in the Settlement Agreement, and all terms appearing in capital letters herein shall have the same meanings as set forth in the Settlement Agreement.

This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the Settlement and finds that it is, in all respects, fair, reasonable, and adequate to the Settlement Class. The Settlement Agreement and the Settlement are hereby finally approved in all respects, and the Settling Parties are hereby directed to perform its terms.

This Court hereby dismisses *with prejudice* and without costs (except as otherwise provided in the Settlement Agreement) the Action against Defendants, and the Plan and each Member is hereby barred and enjoined from asserting, prosecuting, or continuing the prosecution of any Released Claim against any Released Party.

On the date that this Judgment becomes Final, the Plan and each Member shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims) against the Released Parties.

On the date that this Judgment becomes Final, each Released Party shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged each Member and Plaintiffs' Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the

institution, prosecution, assertion, settlement, or resolution of the Action and the Released Claims.

Pursuant to Federal Rule of Civil Procedure 23, the Court finally certifies a Settlement Class of all persons who were participants in or beneficiaries of the Plan during the Class Period and who were invested in TXU Stock through the Plan either via employee contributions or by employer matching or other employer contributions. Excluded from the Class are the Individual Defendants, TXU Corp.'s officers and directors, and any fiduciaries of the Plan during the Class Period, including members of their immediate families and their legal representatives, heirs, successors, or assigns.

With respect to the Settlement Class, this Court finds and concludes that: (a) the Members are so numerous that their joinder in the Action is impracticable, (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions, (c) the claims of Plaintiffs and Jackson are typical of the claims of the Settlement Class, (d) Plaintiffs, Jackson and their counsel have fairly and adequately represented and protected the Members' interests, and (e) the prosecution of separate actions by or against individual Members would create a risk of (A) inconsistent or varying adjudications with respect to individual Members which would establish incompatible standards of conduct for the Defendants, and (B) adjudications with respect to individual Members which would as a practical matter be dispositive of the

interests of the other Members not parties to the adjudications or substantially impair or impede their ability to protect their interests; and (f) Defendants have acted or refused to act on grounds generally applicable to the class, thereby making it appropriate to grant final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

The Court finds that the notice provided to the Settlement Class (a) was the best notice practicable under the circumstances, including the individual notice to the members of the Settlement Class who could be identified through reasonable effort, (b) provided the best notice practicable under the circumstances of this proceedings and of the matters set forth therein, including the Settlement, to all Persons entitled to such notice, and (c) fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

Any court order regarding the Plan of Allocation or the applications for incentive awards to Plaintiffs and Jackson and attorneys' fees and expenses shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

Neither the Settlement Agreement nor the Settlement nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement: (a) may be deemed to be or may be used as (i) an admission of, or evidence of, the validity or lack thereof of any Released Claim, or (ii) of any wrongdoing or

liability of any Defendant, or (b) may be deemed to be or used as an admission, of, or evidence of, any fault or omission of any Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants may file the Settlement Agreement and this Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Court finds that during the course of this Action, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

Without affecting the finality of this Judgment in any way, the Court hereby retains jurisdiction over: (a) the implementation of the Settlement and any award or distribution of the Settlement Fund, (b) the disposition of the Settlement Fund, (c) hearing and determining applications for incentive awards to Plaintiffs and Jackson and for attorneys' fees and expenses, and (d) the Settling Parties and their counsel for the purpose of construing, enforcing, and administering the Settlement.

In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall

be vacated and, in such event, all order entered and releases delivered in connection therewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

SO ORDERED.

Signed March 25th, 2008.

A handwritten signature in black ink that reads "Ed Kinkeade". The signature is written in a cursive style with a horizontal line underneath the name.

ED KINKEADE
UNITED STATES DISTRICT JUDGE