

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TONYA FRANCIS and CAROLE R.)
GEORGE, individually and on behalf of all)
others similarly situated,)
Plaintiffs,)
v.)
COMERICA INCORPORATED, CAROL)
RODRIGUEZ, JEFF RHOADS,)
ELIZABETH ACTON, JOSEPH)
BUTTIGIEG, JOHN LEWIS, RON)
MARKS, JR., WAYNE B. LYON, ALFRED)
A. PIERGALLINI, MARTIN D. WALKER,)
RALPH W. BABB, JR., and)
JOHN DOES 1-10.)
Defendants)

Civil Action No. 4:05-cv-74038
(MOB)
Judge Marianne O. Battani
Magistrate Judge Wallace Capel

STIPULATION OF SETTLEMENT

This Stipulation is made and entered into by and among Co-Lead Plaintiffs Tonya Francis and Carole R. George on behalf of themselves and the Class and Defendants Comerica Incorporated (“Comerica”), Carol Rodriguez, Jeff Rhoads, Elizabeth Acton, Joseph Buttigieg, John Lewis, Ron Marks, Jr., Wayne B. Lyon, Alfred A. Piergallini, Martin D. Walker, Ralph W. Babb, Jr., and John Does 1-10 in the above-captioned action, by and through their undersigned counsel. This Settlement is contingent upon satisfaction of each of the conditions set forth in Section VIII of this Stipulation.

WHEREAS, on September 26, 2005, a putative class action alleging ERISA violations on behalf of individuals who participated, or have (or had) an interest in a certain ERISA Plan was filed in this court against Comerica Incorporated (“Comerica”) and others under the caption *Francis v. Comerica*, Civil Action No. 4:05-cv-74038 (E.D. Mich.) (MOB);

WHEREAS, Co-Lead Plaintiffs filed an Amended Class Action Complaint on February 14, 2006;

WHEREAS, Co-Lead Plaintiffs filed a Second Amended Class Action Complaint on March 31, 2006;

WHEREAS, in November and December 2005, and again in February 2006, the Settling Parties discussed possible resolution of the Claims in this Action but were unable to come to a resolution;

WHEREAS, on May 15, 2006, Defendants moved to dismiss this Action, on June 20, 2006, Co-Lead Plaintiffs filed their response in opposition to Defendants' motion, and the Court heard arguments on the motion on August 23, 2006;

WHEREAS, the parties have engaged in significant discovery efforts, including extensive document discovery involving hundreds of thousands of pages of documents, numerous interrogatories, requests to admit and two depositions, in addition to the transcripts from several other proceedings being produced in discovery;

WHEREAS, subsequent to the argument on the motion to dismiss, the Settling Parties again discussed possible resolution of the Claims in this Action, and, at the Settling Parties' request, the Court entered an order herein on November 28, 2006, staying all proceedings, including a decision on the motion to dismiss, pending mediation;

WHEREAS, the Settling Parties herein, together with senior in-house counsel for Comerica and counsel for Houston Casualty Company, on December 19, 2006, engaged in extensive arm's-length negotiations before Roger M. Deitz, an experienced full-time mediator, former Chair of the Alternative Dispute Resolution Committee of the Association of the Bar of the City of New York and current member of the CPR International Institute for Dispute

Prevention and Resolution Panel of Distinguished Neutrals, which culminated in the execution of Settlement Terms, dated December 19, 2006, to settle the Claims asserted against Defendants in this Action;

WHEREAS, pursuant to the Settlement Terms, the Settling Parties, Houston Casualty Company and the escrow agent executed the Escrow Agency Agreement, effective on January 12, 2007;

WHEREAS, pursuant to the Escrow Agency Agreement, Comerica and Houston Casualty Company have placed \$2,020,000 into an interest-bearing escrow with the Escrow Agent;

WHEREAS, Co-Lead Plaintiffs, through Plaintiffs' Co-Lead Counsel, have conducted an extensive investigation relating to the Claims asserted in the Complaint, which investigation has provided Plaintiffs' Co-Lead Counsel and Co-Lead Plaintiffs with an adequate and satisfactory basis for the evaluation of and agreement to the Settlement described herein;

WHEREAS, Co-Lead Plaintiffs and Plaintiffs' Co-Lead Counsel recognize *(i)* the substantial benefits to Class Members under the terms of this Stipulation; *(ii)* the expense, risks, and uncertain outcome of the litigation and appeals, especially in a complex action such as this; and *(iii)* the desirability of consummating this Stipulation promptly in order to provide relief to Class Members -- some of whom have already retired and thus are dependent on proceeds from their ERISA Plan -- as soon as possible, and Co-Lead Plaintiffs, on behalf of themselves and all other members of the Class, desire to settle their Claims against all Defendants in this Action on the terms and conditions hereafter set forth in this Stipulation.

WHEREAS, Plaintiffs' Co-Lead Counsel deem the Settlement to be fair, reasonable, adequate, and in the best interests of the members of the Class;

WHEREAS, Co-Lead Plaintiffs had the benefit of experienced counsel in evaluating the reasonableness of the Settlement and had sufficient time and opportunity to conduct discovery into the merits of their claims in reaching the conclusion that the Settlement Amount is fair, reasonable, adequate, and in the best interests of the members of the Class; and

WHEREAS, Defendants in this Action, while continuing to deny all allegations of wrongdoing or any liability whatsoever, recognize the expense, risks, and uncertain outcome of litigation and appeals, especially in a complex action such as this;

WHEREAS, Co-Lead Plaintiffs and Defendants have agreed to a Settlement of this Action; and

NOW, THEREFORE, in consideration of the recitals set forth above, which the Settling Parties intend as part of their agreement, the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and pursuant to Federal Rule of Civil Procedure 23,

IT IS HEREBY STIPULATED AND AGREED, by and between the Settling Parties, by and through their respective undersigned counsel, that this Action shall be fully, finally and forever resolved, discharged, and settled, compromised, and dismissed with prejudice, subject to the approval of the Court, in the manner and upon the terms and conditions hereafter set forth:

I. DEFINITIONS

As used in this Stipulation, the following terms have the following meanings, unless a section or subsection of this Stipulation specifically provides otherwise. Capitalized terms used in this Stipulation, but not defined in this Section I, shall have the meaning ascribed to them in this Stipulation.

1. “Action” means the putative ERISA class action pending in this Court under the caption *Francis v. Comerica*, Civil Action No. 4:05-74038 (E.D. Mich.) (MOB).

2. “Business Day” means a day other than a Saturday, Sunday or a “legal holiday,” as that term is defined in Section XI.8 of this Stipulation.

3. “Claim” or “Claims” means any and all actions, causes of action, proceedings, adjustments, executions, offsets, contracts, judgments, obligations, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, variances, covenants, trespasses, damages, demands (whether written or oral), agreements, promises, liabilities, controversies, costs, expenses, attorneys’ fees and losses whatsoever, whether in law, in admiralty or in equity and whether based on any federal law, state law, foreign law, common law doctrine, rule, regulation or otherwise, foreseen or unforeseen, matured or un-matured, known or unknown, accrued or not accrued, existing now or to be created in the future.

4. “Claimant” means a participant or former participant in the ERISA Plan who, through his or her individual account, invested or was invested in the Comerica Stock Fund during the Class Period.

5. “Claims Administrator” means The Garden City Group, Inc.

6. “Class” means all individuals who were participants or beneficiaries in the ERISA Plan during the Class Period who, through his or her individual account, invested or was invested in the Comerica Stock Fund; *provided* that such individuals shall not become Class Members with respect to any purchase, sale, holding, exchange, acquisition, disposal, transfer of any other Investment Decision involving Comerica Securities outside of and separate from their participation or interest in the ERISA Plan.

7. “Class Member” means any Person who is a member of the Class.

8. “Class Period” means the period of time from July 17, 2002 through December 30, 2002, inclusive.

9. “Co-Lead Plaintiffs” means Tonya Francis and Carole R. George, both of whom are Class Members in this Action.

10. “Comerica” means Comerica Incorporated.

11. “Comerica Stock Fund” means the investment options maintained by the ERISA Plan that was comprised either primarily or solely of Comerica Securities.

12. “Comerica Securities” means any securities (i) issued by Comerica, including, but not limited to, stocks, bonds, notes, employee stock options, units in any investment option offered in one or more of the ERISA Plan, commercial paper or other evidence of indebtedness, or derivative instruments or (ii) that trade in whole or in part based on the price or value of any security issued by Comerica, including, but not limited to, put and call options and any other derivative instruments (including, but not limited to, collars, hedges and straddles).

13. “Companies” means Comerica and any and all of its respective parents, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), divisions, business units, subsidiaries and entities in which Comerica has a Controlling Interest. As used in this Stipulation, the term Companies includes, without limitation, Comerica, Comerica Bank, Comerica Bank-California, Comerica Bank-Michigan, Comerica Bank Mexico, S.A., Comerica Bank, N.A., Comerica Bank-Texas, Comerica Insurance Services, Comerica Leasing Services, Comerica Securities, Inc., Comerica West Incorporated, Wilson, Kemp & Associates, Inc., World Asset Management, Inc., W.Y. Campbell & Company, and their respective parents, predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02.b), divisions, subsidiaries or entities in which any of them has a Controlling Interest.

14. “Complaint” means Plaintiffs’ Second Amended Class Action Complaint, filed in this Action on or about March 31, 2006, which supersedes and replaces all previously-filed complaints in this Action.

15. “Controlling Interest” means an interest by one or more of the Companies or by a Released Party in an entity where such interest in the entity is sufficient to allow the Company or Released Party (as the case may be) directly or indirectly to cause the direction of the management and policies of the entity, whether through the ownership of voting shares, by contract, or otherwise.

16. “Court” means the United States District Court for the Eastern District of Michigan where this Action is pending.

17. “Defendants” means Comerica, Carol Rodriguez, Jeff Rhoads, Elizabeth Acton, Joseph Buttigieg, John Lewis, Ron Marks, Jr., Wayne B. Lyon, Alfred A. Piergallini, Martin D. Walker, Ralph W. Babb, Jr., and John Does 1-10.

18. “Defendants’ Counsel” means the law firms of Dewey Ballantine LLP and Miller, Canfield, Paddock and Stone, P.L.C.

19. “Defendants’ Lead Counsel” means the law firm of Dewey Ballantine LLP.

20. “Defendants’ Local Counsel” means the law firm of Miller, Canfield, Paddock and Stone P.L.C.

21. “DOL Filing” means any written statement filed or submitted to the United States Department of Labor regarding the ERISA Plan.

22. “Earnings Release” means any statement by the Companies announcing to the public the financial or operational results of the Companies for any specific time period.

23. “Effective Date” means the first date by which all of the events and conditions specified in Section VIII.1 of this Stipulation have occurred or have been met.

24. “Employee Benefit Plan” means any employee benefit plan as defined in Section 3.3 of ERISA.

25. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended 29 U.S.C. §§ 1001, *et seq.*

26. “ERISA Plan” means the Comerica Incorporated Preferred Savings Plan.

27. “Escrow Agent” means The Garden City Group, Inc.

28. “Escrow Agency Agreement” means the Agreement signed by counsel for Defendants, counsel for Co-Lead Plaintiffs, counsel for Houston Casualty Company, and The Garden City Group, Inc., effective on January 12, 2007.

29. “Expense Award” has the meaning described in IV.4 of this Stipulation

30. “Fairness Hearing” means the hearing at or after which the Court will make a final decision pursuant to Federal Rule of Civil Procedure 23 as to whether this Stipulation is fair, reasonable and adequate and, therefore, approved by the Court.

31. “Fee Award” has the meaning described in IV.4 of this Stipulation.

32. “Final” means, when used in connection with any court order or judgment, that the relevant order or judgment will be final and no longer subject to appeal:

- a. if no appeal is taken therefrom, on the date on which the time to appeal therefrom (including any potential extension of time) has expired; or
- b. if any appeal is taken therefrom, on the date on which all appeals therefrom, including any petitions for rehearing or reargument, petitions for rehearing en banc and petitions for certiorari or any other form or

review, have been finally disposed of, such that the time to appeal therefrom (including any potential extension of time) has expired, in a manner resulting in an affirmance of the order or judgment.

For purposes of this paragraph an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal that concerns only the issue of attorneys’ fees and reimbursement of expenses awarded to Plaintiffs’ Co-Lead Counsel or Plaintiffs’ Local Counsel.

33. “Final Settlement Hearing” means the final hearing to be held by the Court to determine, *inter alia*, whether the Class should be finally certified for purposes of settlement, whether the proposed Settlement should be finally approved as fair, reasonable and adequate, whether an order approving the Settlement and dismissing this Action should be entered, and whether an award of attorneys’ fees and reasonable expenses should be made to Plaintiffs’ Co-Lead Counsel.

34. “Gross Settlement Fund” means the Settlement Amount and any interest or income earned thereon for the benefit of the Class.

35. “Investment Decision” means a decision regarding an investment in Comerica Securities, including, without limitation, a decision to purchase, sell, or hold an interest in Comerica Securities in connection with an ERISA Plan.

36. “IRS Filing” means any written statement filed or submitted to the Internal Revenue Service.

37. “Judgment” means the Order and Final Judgment, substantially in the form of Exhibit D hereto.

38. “Net Settlement Fund” means the remainder of the Gross Settlement Fund after the payment of the amounts listed in Section II.5.

39. “Notice” means the “Notice of Class Action Settlement,” substantially in the form of Exhibit B hereto.

40. “Person” means any individual, corporation, partnership, association, affiliate, joint stock company, trust, estate, unincorporated association, government and any political subdivision thereof, and any other type of legal or political entity.

41. “Plaintiffs’ Co-Lead Counsel” means the law firms of Shalov Stone & Bonner LLP and Sarraf Gentile LLP.

42. “Plaintiffs’ Local Counsel” means the law firm of Adler & Associates.

43. “Plan of Allocation” means the terms and procedures for allocating the Net Cash Settlement Amount among, and distributing the Net Cash Settlement Amount to, Class Members, or such other Plan of Allocation as the Court shall approve.

44. “Preliminary Approval Order” means the “Order Preliminarily Approving Class Action Settlement” in this Action, substantially in the form of Exhibit A hereto.

45. “Qualified Settlement Fund” means a fund within the meaning of Treasury Regulation § 1.468B-1.

46. “Released Party” or “Released Parties” means each and every one of and all of, the following: the Companies and Defendants and each of their respective past and present directors, officers, employees, employers, shareholders, representatives, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries (including, without limitation, any individual or entity that was an independent fiduciary in connection with one or more of the ERISA Plan during the Class Period), consultants, service providers, representatives,

insurance carriers, accountants and auditors, advisors and underwriters, and each of their immediate families, respective estates, heirs and legal representatives, executors, agents, attorneys, accountants, trusts, trustees, administrators and assigns.

47. “Releasers” means the Co-Lead Plaintiffs and each member of the Class, and with respect to natural persons who are Class Members, their present or past heirs, executors, administrators, successors, and assigns, and with respect to legal entities other than natural persons, their predecessors, successors and assigns.

48. “SEC Filing” means any written instrument filed with or submitted to the Securities and Exchange Commission.

49. “Settled Claims” means each and every Claim or Unknown Claim, including but not limited to debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to Claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether arising under any federal law, state law, foreign law, common law doctrine, rule, regulation or otherwise, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature (*i*) that has been asserted in this Action by any Co-Lead Plaintiff against any of the Released Parties; (*ii*) that arises under ERISA and could have been asserted in any forum by any of the Class Members against any of the Released Parties insofar as the Claim or Unknown Claim arises out of or is based upon the allegations, transactions, facts, matters or occurrences, representation or omissions involved, set forth or referred to in the Complaint, and relates to the purchase, sale, holding, exchange, acquisition, disposition, transfer or any other Investment Decision regarding Comerica Securities in any of the ERISA Plan during the Class Period or (*iii*) that, except for Claims to enforce the Settlement, relate to the

decision to enter into this Settlement. The term Settled Claims includes, without limitation, any Claims or Unknown Claims that relate to (i), (ii) or (iii) set forth in the prior sentence and arising out of or relating to:

a. any and all of the acts, failures to act, omissions, misrepresentations, facts, events, matters, transactions, statements, occurrences, or oral or written statements or representations that have been, could have been or could be directly or indirectly alleged, embraced, complained of, asserted or described, against any Released Party or otherwise, set forth or otherwise referred to in this Action;

b. the contents of any SEC Filing, DOL Filing or IRS Filing during the Class Period (i) related to any Comerica Securities or one or more of the Companies or (ii) relating to or made in connection with the ERISA Plan;

c. any forward-looking statement regarding the Companies made by any of the Released Parties during the Class Period;

d. the contents of any SEC Filing, DOL Filing, IRS Filing or any publication, dissemination, adjustment, revision or restatement of financial or other information of the Companies, including, without limitation, the loan loss review process or the valuation of loan loss reserves.

e. any disclosure, representation or statement of any sort (oral or written) made by any or all of the Released Parties during the Class Period to any person or entity, or to the public at large regarding, without limitation, the Companies' business or financial condition, their operational results and/or their financial or operational prospects, including, without limitation, any press releases

and/or press reports, earnings calls, memoranda (whether internally or externally circulated), and presentations to analysts, creditors, ratings agencies, banks or other lenders, investment bankers, broker dealers, investment advisors, investment companies, bond holders, employees of any of the Companies, potential and actual vendors or customers, participants in the ERISA Plan, potential investors and/or shareholders;

f. any disclosure, representation, or statement of any sort (oral or written) made by any of the Released Parties during the Class Period to any person or entity regarding the ERISA Plan.

g. any internal and/or external accounting memoranda, reports or opinions prepared by the Companies or any of the Released Parties during, or that relate in any way to, the Class Period, including, without limitation, any such memoranda reports or opinions with respect to the Companies, the loan loss review process or the valuation of loan loss reserves, or on which any Class Member allegedly relied during the Class Period in purchasing, selling, exchanging, acquiring, disposing of, transferring, or making any other Investment Decision regarding Comerica Securities in connection with the ERISA Plan.

h. the Companies' record keeping process or methodology that relates in any way to its loan loss review process or the valuation of loan loss reserves;

i. any financial statement, audited or unaudited, and any report or opinion on any financial statement relating to the Companies that was prepared or issued by one or more of the Companies or any of the Released Parties during, or that relates in any way to, the Class Period, or on which any Class Member

allegedly or actually relied during the Class Period in purchasing, selling, holding, exchanging, acquiring, disposing of, transferring, or making any other Investment Decision involving Comerica Securities in connection with the ERISA Plan;

j. any statements or omissions by any of the Released Parties as to quarterly or annual results of the Companies during the Class Period, including, without limitation, statements or omissions in connection with Earnings Releases or during calls and/or meetings with one or more analysts or investors, and statements or omissions regarding the loan loss review process or the valuation of loan loss reserves;

k. any internal accounting controls or internal audits of the Companies during, or that relate in any way to, the Class Period, including, without limitation, any internal audits relating to the loan loss review process or the valuation of loan loss reserves;

l. any purchases, sales, exchanges, acquisitions, disposals, retentions, transfers or other trading (including, without limitation, collar and hedge transactions) or any other Investment Decision involving Comerica Securities, any profits made or losses avoided in connection with a transaction involving Comerica Securities during the Class Period by any or all of the Released Parties, or any acts taken by any Released Party to finance or pay for any such transactions, including, but not limited to, any personal profit, remuneration or advantage received by any Released Party in connection with a transaction involving Comerica Securities to which he, she, or it was allegedly not legally entitled;

m. any of the Companies' accounting practices or procedures, including any disclosure and disclosure obligations relating thereto, during the Class Period, including, but not limited to, adoption, use and/or application of any accounting principles or standards with respect to the Companies' loan loss review process or the valuation of loan loss reserves;

n. any statements or omissions by any of the Released Parties in connection with the Companies' acquisition during the Class Period of any entity, including, without limitation, any statements or omissions regarding the effect of any such acquisition on, or relationship between, any such acquisition of the ERISA Plan;

o. the integration of the Companies or any of their divisions, business units or companies, and any of the entities that they acquired during the Class Period;

p. any and all Claims arising in connection with the purchase, sale, holding, exchange, acquisition, disposal, transfer or any other Investment Decision involving Comerica Securities in connection with the ERISA Plan during the Class Period relating in any way to any of the facts or allegations addressed or discussed or in any way related to the Action, the loan loss review process or the valuation of loan loss reserves;

q. any and all Claims arising under ERISA during the Class Period against any of the individual Released Parties that are based upon or arise out of the Released Party's (*i*) status as a director, officer or employee of, or investor in,

the Companies or *(ii)* acts or omissions in his or her capacity as a director, officer or employee of, or investor in, the Companies;

r. the suitability or prudence of the ERISA Plan's investment in any Comerica Securities during the Class Period;

s. any and all activities undertaken by any Released Party in a fiduciary capacity or otherwise with respect to the ERISA Plan during the Class Period;

t. purchases, sales, exchanges, acquisitions, disposals, transfers or any other Investment Decision during the Class Period involving Comerica Securities on behalf the ERISA Plan or on behalf of any participant in or beneficiary of, or any person having an interest in, the ERISA Plan;

u. any and all Claims against any of the individual Released Parties that are based upon or arise out of the Released Party's *(i)* alleged status during the Class Period as a fiduciary or otherwise with respect to the ERISA Plan or *(ii)* acts or omissions during the Class Period in his, her, or its capacity as a fiduciary with respect to the ERISA Plan;

v. any or all Claims based upon the design, structure and/or terms of the ERISA Plan;

w. any and all Claims against any Released Party relating to the administration of the ERISA Plan during the Class Period; and

x. any and all other Claims or other matters during the Class Period relating in any way to the Companies' finances, disclosures, financial condition, accounting practices or the loan loss review process or the valuation of loan loss

reserves, or Released Parties' disclosures to or communications with other parties, including, without limitation, the public and all lenders, creditors, shareholders or other persons engaged in financial transactions with the Companies.

50. "Settled Defendants' Claims" means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known and Unknown Claims, that have been or could have been asserted in this Action or any forum by the Defendants or any of them or the successors and assigns of any of them against any of the Co-Lead Plaintiffs, Class Members or their counsel, which arise out of, are based upon, or relate in any way to the institution, prosecution, or settlement of this Action (except for claims to enforce the Settlement).

51. "Settlement" means the settlement and compromise of this Action as provided for herein.

52. "Settlement Amount" means the sum of \$2,020,000.

53. "Settlement Fund" means the fund created and maintained for the benefit of the Class as provided for in, and subject to, the provisions of this Stipulation and encompasses both the Gross Settlement Fund and the Net Settlement Fund.

54. "Settlement Recovery" means the dollar amount distributed to a Claimant, as determined in Section III, below.

55. "Settlement Terms" means the agreement dated December 19, 2006—signed by Ralph M. Stone as Plaintiffs' Co-Lead Counsel, Defendants' Lead Counsel, and counsel for Houston Casualty Company.

56. "Settling Parties" means the Co-Lead Plaintiffs, on behalf of themselves and the Class, together with Defendants.

57. “Stipulation” means this Stipulation of Settlement, and any accompanying Exhibits, including any subsequent amendments thereto and any Exhibits to such amendments.

58. “Summary Notice” means “Summary Notice of Class Action Settlement” substantially in the form of Exhibit C hereto.

59. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or regarding franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, or gains taxes; license, registration and documentation fees; and customs’ duties, tariffs, and similar charges.

60. “Unknown Claim” means any Claim that any Co-Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at any time on or before the date that such Class Member’s release becomes effective, including, without limitation, Claims that if known by him, her or it might have affected his, her or its decision(s) to settle with and release the Released Parties or not to object to the Settlement or to seek exclusion from the Class, and any Settled Defendants’ Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Settled Claims and Settled Defendants’ Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Co-Lead Plaintiffs and the Defendants shall expressly waive, and each Class Member, Releasor, and Released Party shall be deemed to, and by operation of the Judgment shall, waive and relinquish,

to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does 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.

Also with respect to any and all Settled Claims and Settled Defendants' Claims, the Class Members, Releasers, and Released Parties shall be conclusively deemed to, and upon the Effective Date and by operation of the Judgment shall, waive any and all provisions, rights and benefits conferred by the law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Class Members, Releasers, and Released Parties may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Settled Claims and Settled Defendants' Claims but hereby stipulate and agree that the Class Members, Releasers, and Released Parties do, upon the Effective Date, fully, finally and forever settle and release any and all Settled Claims and Settled Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Co-Lead Plaintiffs and the Defendants acknowledge, and Class Members, Releasers and Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Settled Claims and the Settled Defendants' Claims was separately bargained for and was a key element of the Settlement of which the releases are a part.

II. SETTLEMENT FUND

1. Pursuant to the Escrow Agency Agreement, Comerica and Houston Casualty Company have placed the Settlement Amount into an interest-bearing account held by the Escrow Agent for the benefit of the Class. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed to the ERISA Plan administrator or the Class Members or returned to Comerica and Houston Casualty Company pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall invest the funds pursuant to the Escrow Agency Agreement.

2. Within a reasonable time following receipt of invoices, the Escrow Agent shall pay costs relating to the administration of the Settlement from the Settlement Fund.

3. The Settling Parties hereby agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that the Escrow Agent, as “administrator” of the Settlement Fund within the meaning of § 1.468B-2(k)(3), shall be responsible for filing Tax returns for the Settlement Fund and for paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Settling Parties agree that the Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest date possible. Comerica agrees to provide promptly to the Escrow Agent the statement described in Treasury Regulation § 1.468B-3(c).

4. No opinion or advice concerning the Tax consequences of the proposed settlement to individual Class Members is being given or will be given by Defendants’ Counsel and/or Plaintiffs’ Co-Lead Counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. The Notice will direct Class Members to consult their own Tax

advisors regarding the Tax consequences of the proposed settlement and any Tax reporting obligations they may have with respect thereto. Each Class Member's Tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the Tax consequences may vary depending on the particular circumstances of each individual Class Member.

5. The Gross Settlement Fund, net of any Taxes thereon or on the income thereof, shall be used to pay (i) the Fee Award and the Expense Award; and (ii) all reasonable notice and administration expenses, and (iii) reasonable and necessary out-of-pocket expenses for the implementation of the Plan of Allocation. The remainder of the Gross Settlement Fund after the payment of the above amounts shall constitute the "Net Settlement Fund," which shall be distributed in accordance with the Plan of Allocation in Section III, below.

6. In the event that the Settlement is terminated, the Escrow Agent shall, within ten (10) Business Days of receiving a Termination Notice, and without the necessity of any Court order, refund the entire balance of the Settlement Fund (including all interest or income accrued or earned thereon, net of any Taxes due on such interest income), less any notice or administration expenses paid or payable from the Settlement Fund, to Comerica and Houston Casualty Company as provided in the Escrow Agency Agreement.

7. No Claimant shall have any claim against the Co-Lead Plaintiffs, Plaintiffs' Co-Lead Counsel, Defendants, other Released Parties, Defendants' Lead Counsel, Defendants' Local Counsel, Houston Casualty Company, or the Claims Administrator based on any distributions made substantially in accordance with this Stipulation, the Notice, Summary Notice or as authorized by the Court.

III. PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

1. The total amount to be distributed to the Class Members shall be the Net Settlement Fund.

2. The Claims Administrator shall calculate, for each Class Member, a Net Loss as follows: $A + B - C - D$, provided that if $A + B - C - D$ is less than zero for a Class Member, such Class Member's Net Loss will be zero.

3. The Net Loss formula shall be calculated where, for each Class Member's account in the Plan:

a. A = the dollar amount in each Class Member's account, if any, held in the Comerica Stock Fund on the first day of the Class Period.

b. B = the dollar amount, if any, of all transactions involving the Comerica Stock Fund that increased the value of the Comerica Stock Fund in each Class Member's account through Purchase, Transfer-In, Receive, Company Matching Contribution, or the like.

c. C = the dollar amount, if any, of all transactions involving the Comerica Stock Fund during the Class Period that decreased the value of the Comerica Stock Fund in each Class Member's account through Sale, Transfer-Out, Deliver, Forfeiture, or the like.

d. D = the dollar amount in each Class Member's account, if any, held in the Comerica Stock Fund on the last day of the Class Period.

4. The Claims Administrator shall request from Comerica and/or the ERISA Plan such data regarding each Class Member's account as is necessary to perform the above calculations. To the extent data is not available to the Claims Administrator to determine the

account balances of the Class Members at any time during the Class Period, the Claims Administrator may perform the foregoing calculations using the best available data.

5. The Net Losses of the Class Members will be totaled to yield a loss to the ERISA Plan over the Class Period (the “ERISA Plan’s Loss”).

6. The Claims Administrator shall calculate for each Class Member his or her “Fractional Share” of the ERISA Plan’s Loss by dividing each Class Member’s Net Loss by the ERISA Plan’s Loss.

7. The Claims Administrator shall then calculate for each Class Member his or her “Dollar Recovery” of the Net Settlement Fund by multiplying the Class Member’s Fractional Share by the Net Settlement Fund.

8. Class Members who are current participants of the ERISA Plan (“Current Members”): As soon as practicable after the Effective Date, the Claims Administrator shall deliver or cause to be delivered to the ERISA Plan administrator the cumulative Dollar Recovery of all Current Members for deposit into each Current Member’s account in an amount equal to each Class Member’s Dollar Recovery amount and in accordance with the existing investment elections then in effect by each Current Member.

9. Members who are former participants or beneficiaries of the ERISA Plan (“Former Members”): As soon as practicable after the Effective Date, the Claims Administrator shall issue a check to each Former Member in an amount equal to each Former Member’s Dollar Recovery.

10. The Claims Administrator shall identify all Class Members whose Dollar Recovery is greater than their Net Loss. Any amount in excess of a Class Member’s Net Loss

shall, at the direction of Plaintiffs' Co-Lead Counsel, be forfeited and redistributed to all Class Members on an equal basis.

11. The Claims Administrator shall identify all Class Members whose Dollar Recovery is less than ten dollars (\$10.00). All such Class Members shall receive an allocation from the Net Settlement Fund of zero, and the Dollar Recovery otherwise allocable to such Class Members shall, at the direction of Plaintiffs' Co-Lead Counsel, be forfeited and redistributed to all Class Members on an equal basis.

12. Plaintiffs' Co-Lead Counsel shall, after the Effective Date, direct the Claims Administrator to disburse the Net Settlement Fund to the ERISA Plan in accordance with this Settlement and Plan of Allocation.

IV. ADMINISTRATION OF CLAIMS, APPLICATION FOR FEE AND EXPENSE AWARD, AND DISTRIBUTION OF THE SETTLEMENT FUND

1. The Claims Administrator shall be responsible for investment and distribution of the Settlement Fund, including, without limitation, the administration of this Settlement and the Settlement Fund. After the Claims Administrator determines the amount of the Net Settlement Fund, the ERISA Plan administrator shall be responsible for distribution of such funds into the ERISA Plan participant's accounts. Defendants and other Released Parties, and their respective insurers, shall have no responsibility for the administration of the Settlement and shall have no liability or financial obligation whatsoever with respect to the administration of this Settlement or Settlement fund, including, without limitation, the investment or distribution of the Settlement Fund.

2. Plaintiffs' Co-Lead Counsel and Co-Lead Plaintiffs acknowledge and agree that the Defendants have the right to communicate orally and in writing with, and to respond to inquiries from, Class Members, including, without limitation:

a. communications between Class Members and representatives of the companies whose responsibilities include administering the ERISA Plan; and

b. communications as may be necessary to implement the terms of this Stipulation and to conduct the Defendants' normal business.

3. Plaintiffs' Co-Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for an order approving any fees and expenses not previously applied for, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund in accordance with the Plan of Allocation in Section III, above.

4. Plaintiffs' Co-Lead Counsel will apply to the Court for an award from the Gross Settlement Fund of (i) attorneys' fees (the "Fee Award") in an amount not to exceed one-third (or 33 1/3 percent) of the Gross Settlement Fund and (ii) reimbursement of reasonable litigation expenses (the "Expense Award"), which may include an incentive award to the named plaintiffs in an aggregate amount not to exceed \$15,000. The Fee Award and the Expense Award, as approved by the Court, shall be payable from the Gross Settlement Fund to Plaintiffs' Co-Lead Counsel upon award, subject to an express undertaking by Plaintiffs' Co-Lead Counsel to repay the Fee Award and the Expense Award with interest at the same net rate as is earned by the Gross Settlement Fund to the extent that the amounts awarded shall be modified, reduced, or reversed.

5. In the event the Settlement shall thereafter be reversed, vacated or modified by the Court or on appeal, within five (5) Business Days after written notification of such event is sent by Defendants' Lead Counsel to Plaintiffs' Co-Lead Counsel, the Fee Award and Expense Award shall be refunded to the Settlement Fund by Plaintiffs' Co-Lead Counsel with interest

running from the date of payment 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 fee or cost award is reduced or reversed.

6. It is understood and agreed by the Settling Parties that the Fee Award, the Expense Award and the Plan of Allocation do not constitute integral parts of the Settlement. Accordingly, the Settling Parties understand and agree that any modification of the Fee Award, the Expense Award and the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Court's Judgment approving this Stipulation and the Settlement set forth herein, or any other orders entered pursuant to this Stipulation.

7. For the purpose of section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other Tax returns necessary with respect to the Settlement Fund (including without limitation the returns described in Treasury Regulation §§ 1.468B-2(k) and 1.468B-2(1)), and make all required Tax payments, including deposits of estimated Tax payments in accordance with Treasury Regulation § 1.6302-1 and corresponding provisions, if any, of state and local Tax laws. Such returns shall be consistent with this paragraph, and in all events shall reflect that all Taxes on the Settlement Fund or the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

8. The Released Parties shall have no liability or responsibility for the payment of any Taxes, which shall be paid out of the Settlement Fund.

V. OBJECTIONS TO SETTLEMENT

1. Any Class Member who wishes to object to the fairness, reasonableness or adequacy of this Stipulation, to the Plan of Allocation, to any term(s) of this Stipulation, or to the proposed Fee Award or Expense Award must both serve on Plaintiffs' Co-Lead Counsel and

Defendants' Counsel (as identified in the Notice) and file with the Court a statement of his or her objection(s): *provided* that any such objection must be received by Plaintiffs' Co-Lead Counsel, Defendants' Counsel and the Court by no later than fourteen (14) days before the Fairness Hearing, or as the Court may otherwise direct.

2. The Class Member's statement of objection shall provide evidence of the objector's membership in the Class and shall state the specific reason(s), if any, for each such objection made by the Class Member, including any legal support the Class Member wishes to introduce in support of such objection.

3. Any Class Member may file an objection on his or her own, or through an attorney hired at his or her own expense. If a Class Member hires an attorney to represent him or her in connection with filing an objection, the attorney must both serve on Plaintiffs' Co-Lead Counsel and Defendants' Counsel (as identified in the Notice) and file with the Court a notice of appearance; *provided* that any such notice of appearance must be received by Plaintiffs' Co-Lead Counsel, Defendants' Counsel and the Court by no later than fourteen (14) days before the Fairness Hearing, or as the Court may otherwise direct.

4. Any Class Member who files and serves a written objection pursuant to this Section V – and only such Class Members – may appear at the Fairness hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness or adequacy of this Stipulation, to the Plan of Allocation or to any term(s) of this Stipulation (including, without limitation, the proposed Fees Award and Expense Award). Class Members or their attorneys intending to make an appearance at the Fairness Hearing must both serve on Plaintiffs' Co-Lead Counsel and Defendants' Counsel (as identified in the Notice) and file with the Court a notice of intention to appear; *provided* that any such notice of intention to appear

must be received by Plaintiffs' Co-Lead Counsel, Defendants' Counsel and the Court by no later than fourteen (14) days before the Fairness Hearing, or as the Court may otherwise direct.

5. Any Class Member who fails to comply with any of the provisions of this Section V shall waive and forfeit any and all rights he or she or it may otherwise have to appear and be heard separately at the Fairness Hearing and/or to object to this Stipulation, and shall be bound by all the terms of this Stipulation and by all proceedings, orders and judgments in this Action.

VI. PRELIMINARY APPROVAL ORDER

Promptly after execution of this Stipulation, Co-Lead Plaintiffs, on behalf of the Class, shall move the Court for entry of the Preliminary Approval Order, substantially in the form of Exhibit A hereto, providing for, among other things:

1. Preliminary approval of the Stipulation of Settlement and Settlement;
2. Conditional certification, for settlement purposes only, of a non-opt out class action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), and (b)(2) with a Class and Class Period as defined herein, and appoint Plaintiffs' Co-Lead Counsel as counsel for the Class;
3. Approval of the form of the Notice and Summary Notice, and the appointment of the Claims Administrator, and directing the Claims Administrator to mail the Notice to each potential member of the Class and publish the Summary Notice in the Detroit Free Press;
4. Setting a date for the Final Settlement Hearing;
5. Setting a deadline by which all objections to the Settlement must be made;
6. Setting a deadline by which an independent fiduciary of the ERISA Plan, appointed by the ERISA Plan and paid for by Defendants, shall issue a report in connection with the Settlement;
7. Approval of the form of the Judgment; and

8. Stay of the Action until further order of the Court and enjoin the filing or prosecution asserting any Settled Claims against any Released Party, except to carry out the terms of this Stipulation and Settlement.

VII. ORDER AND FINAL JUDGMENT OF DISMISSAL TO BE ENTERED BY THE COURT FOLLOWING APPROVAL OF THE SETTLEMENT

1. Following the Final Settlement Hearing, upon approval by the Court of the Settlement contemplated by this Stipulation, the Judgment, substantially in the form of Exhibit D attached hereto, shall be entered by the Court.

VIII. CONDITIONS OF SETTLEMENT

1. The Effective Date of this Settlement shall not occur unless and until each of the following events occurs and shall be the date on which the last (in time) of the following events occurs:

- a. The Settlement Amount has been paid;
- b. An independent fiduciary selected and paid for by Comerica, which fiduciary has acknowledged in writing that it is a fiduciary with respect to the Settlement of this Action on behalf of the ERISA Plan, has approved and authorized in writing, no later than fourteen (14) days before the Final Settlement Hearing, the Settlement in accordance with Prohibited Transaction Class Exemption 2003-39.
- c. The Court has certified the Class for purposes of Settlement;
- d. The Court has entered a Preliminary Approval Order substantially in the form annexed hereto as Exhibit A;
- e. The Court has entered the Judgment, substantially in the form annexed hereto as Exhibit D (or, in the event the Court has entered an order and final judgment in a form other than that provided above (“Alternative Judgment”)) and none of the Settling

Parties have elected to terminate this Settlement within thirty (30) days of the entry of the Alternative Judgment;

f. The Judgment of the Court has become Final.

2. For the purpose of Section VIII.1(e) above, neither a modification nor reversal on appeal of the Fee Award, the Expense Award, or the Plan of Allocation shall prevent the Judgment from becoming Final.

3. Upon the occurrence of the events referenced in Section VIII.1 above, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and Co-Lead Plaintiffs and each member of the Class shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Settled Claims against the Released Parties.

IX. EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

1. If (i) the Court refuses or declines to allow any of the conditions specified in Section VIII.1(b)-(e); or (ii) if the Judgment is reversed or materially altered, then Defendants' Counsel or Plaintiffs Co-Lead Counsel shall have the right to terminate the Settlement by providing written notice of their election to do so ("Termination Notice") to the Settling Parties within thirty (30) days after receiving action notice of the event prompting the termination. Further, whereas Defendants certify that they have no reason to believe that the United States Department of Labor is concerned about, pursuing or investigating, any violation of law by any of the Released Parties related to the Claims in this Action, if, prior to the Effective Date, the United States Department of Labor (a) initiates any action or proceeding (whether formal or informal) against any Released Party in connection with a Settled Claim or (b) seeks to intervene in this Action, then Defendants' Counsel or Plaintiffs Co-Lead Counsel shall have the right to terminate the Settlement by providing a Termination Notice to the Settling Parties within thirty

(30) days after receiving action notice of the event prompting the termination. If a condition Section VIII.1(a) is not met, than Plaintiffs' Co-Lead Counsel shall have the right to terminate the Settlement to seek performance. *Provided* that any decision to terminate this Stipulation pursuant to this Section IX.1 shall be subject to review by the Court as to whether the decision was reasonable and made in good faith.

2. Neither a modification nor a reversal on appeal of the Court's Fee Award or Expense Award to Plaintiffs' Co-Lead Counsel shall constitute grounds for termination of this Stipulation.

3. Except as otherwise provided herein, in the event the Settlement is terminated, then the Settling Parties shall be deemed to have reverted to their respective status in this Action as of December 18, 2006, and, except as otherwise expressly provided, the Settling Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and any portion of the Settlement Amount previously paid by or on behalf of the Defendants, together with any interest earned thereon, less any Taxes due with respect to such income, and less costs of administration and notice actually incurred and paid or payable from the Settlement Amount, shall be returned to Comerica and Houston Casualty Company in accordance with the Escrow Agency Agreement and II.6 of this Stipulation.

X. MUTUAL RELEASES

1. Upon the Effective Date, the Releasors: (i) shall be conclusively deemed to have fully, finally and forever released, relinquished, and discharged all Settled Claims against the Released Parties; (ii) shall be conclusively deemed to have and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged the Released Parties from all Settled Claims; (iii) shall be conclusively deemed to have covenanted not to sue the Released Parties in any action alleging any claim that is a Settled Claim; and (iv) shall forever

be enjoined and barred from asserting the Settled Claims against any of the Released Parties in any action or proceeding of any nature. The foregoing release is given regardless of whether such Co-Lead Plaintiffs or Class Members have received the Notice or filed an objection to the Settlement, the proposed Plan of Allocation, or any application by Plaintiffs' Co-Lead Counsel for attorneys' fees or expenses.

2. Upon the Effective Date, each of the Defendants, on behalf of themselves and the Released Parties, (i) shall be conclusively deemed to have fully, finally and forever released, relinquished, and discharged all Settled Defendants' Claims against Co-Lead Plaintiffs, all Class Members and their counsel, (ii) shall be conclusively deemed to have by operation of the Judgment fully, finally and forever released, relinquished, and discharged the Co-Lead Plaintiffs, all Class Members and their counsel from the Settled Defendants' Claims, (iii) shall be conclusively deemed to have covenanted not to sue the Co-Lead Plaintiffs, all Class Members and their counsel in any action alleging any Claim that is a Settled Defendants' Claim, and (iv) shall forever be enjoined and barred from asserting the Settled Defendants' Claims against any of the Co-Lead Plaintiffs, all Class Members and their counsel in any action or proceeding of any nature.

XI. MISCELLANEOUS PROVISIONS

1. Comerica warrants that at the time of the payment pursuant to II.1 above, it was not insolvent nor did nor will the payment required to be made by it render Comerica insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This warranty is made by Comerica and not by its counsel.

2. If a case is commenced with respect to Comerica (or any insurer contributing funds to the Settlement Amount on behalf of any Defendant) under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and

in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Gross Settlement Fund or any portion thereof by or on behalf of Comerica to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited to the Gross Settlement Fund by other Defendants, then, at the election of Plaintiffs' Co-Lead Counsel, the Settling Parties shall jointly move the Court to vacate and set aside the releases given and Judgment entered in favor of the Defendants pursuant to this Stipulation, which releases and Judgment shall be null and void, and the Settling Parties shall be restored to their respective positions in the litigation as of December 18, 2006, and any cash amounts in the Gross Settlement Fund shall be returned as provided in Sections II.6 and IX.6 above.

3. The Settling Parties: (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree to exercise their best efforts and to act in good faith to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Stipulation. Plaintiffs' Co-Lead Counsel, Plaintiffs' Local Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking entry of the Preliminary Approval Order and final approval of this Settlement of this Action. The Settling Parties also agree to promptly execute and/or provide such documentation as may be required to obtain preliminary and final approval of this Settlement.

4. All of the exhibits attached hereto and identified herein are hereby incorporated by reference as though fully set forth herein.

5. This Stipulation may be amended or modified only by written instrument signed by, or on behalf of, all Settling Parties or their successors in interest.

6. This Stipulation, the Settlement Terms and the Escrow Agency Agreement constitute the entire agreement among the Settling Parties related to the Settlement, and no representations, warranties or inducements have been made to any party concerning this Stipulation or the Settlement Terms, or the Escrow Agency Agreement, other than the representations, warranties, and covenants contained and memorialized in such documents.

7. Except as otherwise provided herein, each party shall bear its own costs. Plaintiffs' Co-Lead Counsels' attorneys' fees and litigation expenses, subject to Court approval, shall be paid only out of the Gross Settlement Fund.

8. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by order of Court, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in Court, a day on which weather or other conditions have made the office of the clerk of the Court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, "legal holiday" includes New Year's Day, the observance of the birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a federal or Michigan state holiday.

9. Ralph M. Stone, and Ronen Sarraf represent that each is authorized to enter into this Stipulation on behalf of Co-Lead Plaintiffs, and, as authorized by the Court's order, on behalf of Class Members, and any other attorneys, including, but not limited to, Plaintiffs' Co-Lead Counsel and Plaintiffs' Local Counsel, who have represented or who now represent Co-

Lead Plaintiffs or Class Members in this Action with respect to the claims in this Action and/or the Settled Claims.

10. Mike Stenglein and Todd Holleman represent that they are authorized to enter into this Stipulation on behalf of Comerica, Carol Rodriguez, Jeff Rhoads, Elizabeth Acton, Joseph Buttigieg, John Lewis, Ron Marks, Jr., Wayne B. Lyon, Alfred A. Piergallini, Martin D. Walker, Ralph W. Babb, Jr., and John Does 1-10 in this Action.

11. This Stipulation may be executed in one or more original, photocopied, or facsimile counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Plaintiffs' Co-Lead Counsel and Defendants' Counsel shall exchange original signed counterparts and a complete set of original executed counterparts shall be filed with the Court.

12. This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Settling Parties, provided, however, that no assignment by any Settling Party shall operate to relieve such party of its obligations hereunder.

13. All terms of this Stipulation shall be governed by and interpreted according to the laws of the State of Michigan without regard to its rules of conflicts of law and in accordance with the laws of the United States.

14. The headings in this Stipulation are used for purposes of convenience and ease of reference only and are not meant to have any legal effect, nor are they intended to influence the construction of this Stipulation in any way.

15. The waiver of one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other breach of this Stipulation. The provisions of this

Stipulation may not be waived except by a writing signed by the affected party, or counsel for that party, or orally on the record in court proceedings.

16. The Settling Parties agree to submit to the jurisdiction of the Court and shall be bound by the terms of this Stipulation, including, without limitation, disputes related to implementing and enforcing the Settlement embodied in this Stipulation. Any and all disputes related to Claims that are not satisfactorily resolved by the Claims Administrator shall be submitted to the Court for final resolution.

17. This Stipulation is deemed to have been drafted by all Settling Parties hereto, as a result of arm's-length negotiations among the Settling Parties. Whereas all Settling Parties have contributed substantially and materially to this Stipulation, it shall not be construed more strictly against one party than another.

18. Whenever this Stipulation requires or contemplates that a Party shall or may give notice to the other, notice shall be provided by facsimile and/or next-day (excluding Saturday and Sunday) express delivery service as follows and shall be deemed effective upon such facsimile transmission, or delivery, to the facsimile number or address, as the case may be, below:

a. If to the Defendants, then to:

Mike Stenglein
Dewey Ballantine LLP
401 Congress Avenue, Suite 3200
Austin, Texas 78701
Telephone: (512) 226-0300
Facsimile: (512) 226-0333

with a copy (which shall not be considered good notice) to

Todd Holleman
Miller, Canfield, Paddock and Stone P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226-4415

Telephone: (313) 963-6420
Facsimile: (313) 496-7500

b. If to Co-Lead Plaintiffs, then to:

Ralph M. Stone
Shalov Stone Bonner & Rocco LLP
485 Seventh Avenue, Suite 1000
New York, NY 10018
Telephone: (212) 239-4340
Facsimile: (212) 239-4310

Ronen Sarraf
Sarraf Gentile LLP
485 Seventh Avenue, Suite 1005
New York, NY 10018
Telephone: (212) 868-3610
Facsimile: (212) 918-7967

with a copy (which shall not be considered good notice) to:

Barry Adler
Adler & Associates
30300 Northwestern Highway, Suite 304
Farmington Hills, MI 48334
Telephone: (248) 855-5090
Facsimile: (248) 855-0424

19. The Settling Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation.

20. Neither this Stipulation nor the Settlement, nor any negotiation, nor act performed, nor document executed nor proceedings held pursuant to or in forbearance of this Stipulation or the Settlement, even if this Stipulation is canceled or terminated: (i) is, or may be deemed to be, or may be used as an admission of, or evidence of the validity of any Settled Claims, or of any wrongdoing, negligence, misrepresentation, violation or liability of the Defendants, any other Released Party or Co-Lead Plaintiffs or the Class, or any fact alleged by Co-Lead Plaintiffs, (ii) is, or may be deemed to be, or may be used as an admission of, or evidence of any infirmity in the Claims asserted by Co-Lead Plaintiffs and Class Members; or (iii) is, may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of any Defendants or any other Released Party in any civil, criminal or administrative

proceeding in any court, administrative agency or other tribunal, including in this Action. However, this Stipulation and Settlement may be used in such proceedings as may be necessary to consummate or enforce this Stipulation, the Settlement or the Judgment, and Defendants may file this Stipulation and/or the Judgment in any action that may be brought against them or the Released Parties in order 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.

21. The Settling Parties intend this Stipulation to be a final and complete resolution of all disputes between them with respect to this Action. The Settlement compromises claims which are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Judgment will contain a statement that during the course of this litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the Settlement were negotiated in good faith at arm's length by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

22. All Released Parties who are not Settling Parties are intended third-party beneficiaries who are entitled to enforce the terms of the releases set forth in Section X above.


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Stipulation to be executed by them or their duly authorized counsel, as of the 27 th day of March, 2007.

SHALOV STONE BONNER & ROCCO LLP



Ralph M. Stone
485 Seventh Avenue, Suite 1000
New York, NY 10018
Telephone: (212) 239-4340
Facsimile: (212) 239-4310

SARRAF GENTILE LLP



Ronen Sarraf
485 Seventh Avenue, Suite 1000
New York, NY 10018
Telephone: (212) 868-3610
Facsimile: (212) 918-7967

Plaintiffs' Co-Lead Counsel in this Action

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Stipulation to be executed by them or their duly authorized counsel, as of the 27th day of March, 2007.

DEWEY BALLANTINE LLP



Mike Stenglein

DEWEY BALLANTINE LLP

401 Congress Avenue

Suite 3200

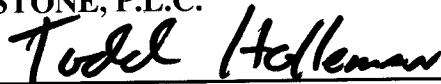
Austin, Texas 78701-2478

Tel: (512) 226-0600

Facsimile: (512) 226-0333

Defendants' Lead Counsel in this Action

**MILLER, CANFIELD, PADDOCK and
STONE, P.L.C.**



Todd Holleman

150 West Jefferson, Suite 2500

Detroit, Michigan 48226-4415

Telephone: (313) 963-6420

Facsimile: (313) 496-7500

Defendants' Local Counsel in this Action