EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made by, and between, Defendant Sara Lee Corporation ("Defendant") and the plaintiffs in the case captioned *David C. Anderson and Samuel Pullen, et al., v. Sara Lee Corporation, et al.,* Case No. 4:403-cv-00031-H(2) filed in the United States District Court for the Eastern District of North Carolina (the "Lawsuit"). All of the individuals who have filed consents to join the Lawsuit and remain parties in the Lawsuit, including David C. Anderson and Samuel Pullen (the "Named Plaintiffs"), are identified in **Exhibit A** to this Agreement (collectively, the "Plaintiffs").

This Agreement is made as a compromise between Plaintiffs and Defendant (collectively, the "Parties") for the complete, and final, settlement of the claims, differences and causes of actions raised by Plaintiffs in the Lawsuit.

RECITALS

WHEREAS, on November 8, 2010, Named Plaintiffs filed a First Amended Complaint in the Lawsuit (1) alleging claims under 29 U.S.C. § 201 *et seq.*, the Fair Labor Standards Act ("FLSA"), and (2) purporting to bring Collective Action allegations on behalf of others similarly situated under 29 U.S.C. § 216(b).

WHEREAS, on July 26, 2011, under § 216(b) of the FLSA Named Plaintiffs filed their Motion for Conditional Collective Action Certification.

WHEREAS on October 25, 2011, the Court granted the Named Plaintiffs' motion for conditional collective action certification under 29 U.S.C. § 216(b), and the Court subsequently authorized notice of the Lawsuit to putative plaintiffs.

WHEREAS, on or about December 16, 2011, Named Plaintiffs' counsel sent to putative plaintiffs judicially authorized notice, which specifically stated:

EFFECT OF JOINING THIS LAWSUIT

> If you join this lawsuit, you will be bound by the judgment of the Court on all issues decided in this case, or by any other disposition, whether it is favorable or unfavorable to you. If you join this lawsuit, you may be required to provide information, sit for depositions and testify in court.
>
> If you decide not to join this lawsuit, you will not be affected by a judgment in it, or by any other disposition, whether favorable or unfavorable.

WHEREAS, in addition to the Named Plaintiffs, Plaintiffs listed on **Exhibit A** filed their consents to join this Lawsuit, which specifically stated:

> By my signature below, I designate the Representative Plaintiffs and their attorney as my agents to make decisions on my behalf concerning this litigation, the method and manner of conducting this litigation, attorneys' fees and costs and all other matters pertaining to my claims against Sara Lee.

WHEREAS, the Parties, through counsel, have engaged in arms-length negotiations and have reached an agreement to settle all claims in the Lawsuit under the terms set forth in this Agreement.

WHEREAS, Defendant denies, and continues to deny, (1) the allegations in the Lawsuit, (2) liability for violations of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.*, and (3) that damages are owed to Plaintiffs under any statutory or other common law claims. Nonetheless, without admitting or conceding any liability or damages, and to avoid the burden, expense and uncertainty of continuing the Lawsuit, Defendant has agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement.

WHEREAS, the Parties recognize (1) the outcome in the Lawsuit is uncertain, and (2) achieving a final result through litigation requires additional risk, discovery, time and expense.

WHEREAS, in order to determine how best to serve the interests of all Plaintiffs, Named Plaintiffs and their counsel have conducted an investigation and evaluation of the facts and law relating to the claims asserted in the Lawsuit. After balancing the benefits of settlement with the

costs, risks, and delay of continued litigation, Plaintiffs (through the Named Plaintiffs), and their counsel, believe the settlement as provided in this Agreement is in the best interests of all Plaintiffs and represents a fair, reasonable, and adequate resolution of the Lawsuit.

NOW THEREFORE, the Parties, intending to be legally bound, and in consideration of the mutual covenants and other good and valuable consideration set forth below, agree as follows:

AGREEMENT

A. Consideration: In order to resolve Plaintiffs' claims made in the Lawsuit, Defendant agrees to establish and fund a Global Settlement Fund in the amount of $1,400,000.00 (One Million Four Hundred Thousand and 00/100 Dollars) ("Settlement Sum"), which is intended to include Plaintiffs' individual payments, Service Payments as described below, and all attorneys' fees, costs and expenses.

B. Settlement Administrator:

1. Defendant will retain a Settlement Administrator whose fees shall be paid by Defendant.

2. The Settlement Administrator will be responsible for issuing to Plaintiffs' counsel, in ready-for-mailing form, and in postage paid and addressed envelopes, for distribution to Plaintiffs: (1) checks from the Global Settlement Fund (together with a payout summary including each Plaintiff's name, and gross and net payment amount); (2) W-2 Forms; (3) blank W-4 Forms (for any Plaintiffs for whom Defendant no longer has such forms); (4) W-9 Forms; and (5) 1099 Forms.

3. If any payments to Plaintiffs are returned by the postal service as undeliverable, the Settlement Administrator will notify both Defendant and Plaintiffs' counsel, and Plaintiffs'

counsel will assist the Settlement Administrator, with Defendant's cooperation, in correcting any address errors. Payments will be promptly re-mailed to correct addresses, if known.

4. On a monthly basis following initial mailing, the Settlement Administrator shall make and distribute to all attorneys for the Parties, a full and detailed report of the following: (1) all payments made which were returned, (2) all actions taken to obtain corrected mailing addresses, and (3) information about re-mailing of undelivered and returned payments.

C. Global Settlement Fund Allocation and Taxes:

1. Defendant shall make payments from the Global Settlement Fund by check to: (1) each Plaintiff identified in **Exhibit A** to this Agreement ("Individual Payments") as described in Paragraph C.1.a. below, (2) Service Payments ("Service Payments") as described in Paragraph C1b below, and (3) a payment to Plaintiffs' counsel as described in Paragraph C.1.c. below (the "Attorneys' Fee and Cost Payment").

a. Individual Payments: Defendant will make Global Settlement Fund payments to Plaintiffs identified in **Exhibit A** under the following Distribution Formula: (1) the recovery period (January 27, 2001 through April 1, 2003) will be divided into nine "Work Quarters"; (2) Plaintiffs will receive credit for each quarter worked based on their hire/separation dates, with a maximum of nine total "Work Quarter credits" available to each Plaintiff; (3) to determine the "Work Quarter Value," the net Global Settlement Fund available for distribution after subtraction of Service Payments and a court approved Attorneys' Fees and Cost Payment, will be divided by the aggregate number of all Work Quarter credits for all Plaintiffs; (4) each Plaintiff's individual payment distribution will be their Work Quarter credit multiplied by the "Work Quarter Value."

1. Tax Forms Provided: Plaintiffs who timely provide, as requested by the Settlement Administrator, properly executed IRS Forms W-4 and W-9 will receive payment by

check allocated as follows: One-half of the Individual Payment payable to each Plaintiff shall be deemed taxable payment of alleged unpaid wages, subject to appropriate payroll withholdings, and reported on an Internal Revenue Service ("IRS") Form W-2. The remaining half of the Individual Payment to each Plaintiff shall be taxable, non-wage income deemed compensation for alleged liquidated damages under the FLSA, not subject to withholding for payroll taxes, and shall be reported to the IRS on an IRS Form 1099.

2. Tax Forms Not Provided: Plaintiffs who fail to provide, as requested by the Settlement Administrator, properly executed IRS Forms W-4 and W-9 within sixty (60) days of the request will receive payment by check allocated as follows: All of the Individual Payment made to him or her from the Global Settlement Fund shall be deemed taxable, wage income subject to ordinary payroll withholdings and will be paid under IRS Form W-2.

b. Service Payments: In addition to Individual Payments, Named Plaintiffs may each seek a Service Payments of $25,000.00 (Twenty Five Thousand 00/100 Dollars). The Named Plaintiffs expressly agree to provide, as requested by the Settlement Administrator, properly executed IRS Forms W-4 and W-9. Additionally, the following Plaintiffs, who provided deposition testimony may seek Service Payments, in addition to their Individual Payments, of $2,000.00 (Two Thousand and 00/100 Dollars) each: Arlene Eason, Roy Gary, Mary L. Gray, Herman Lee Jones, Ivory R. Jones, Angela Kelly, Robert Pettaway, Helen Pittman, Evelyn M. Sharpe, Milton Stanley, Charlotte Tillery, and Mattie Worsley. Defendant will not oppose or object to, these Service Payments. The Service Payments, if any, shall be treated as taxable, non-wage income, not subject to withholding for payroll taxes, and shall be reported to the IRS on an IRS Form 1099.

c. Attorneys' Fees and Cost Payment: Under this Agreement, and subject to the Court's Order approving settlement, and Plaintiffs' motion for approval of attorneys' fees and

costs, which Defendant will not oppose, Defendant will pay to Plaintiffs' counsel from the Global Settlement Fund attorneys' fees up to $452,000.00 (Four Hundred Fifty Two Thousand and 00/100 Dollars), and costs up to $79,650.00 (Seventy Nine Thousand Six Hundred Fifty and 00/100 Dollars). An Internal Revenue Service Form 1099 shall be issued to Plaintiffs' counsel and Plaintiffs for the attorneys' fees and cost payment.

2. Payments from the Global Settlement Fund, of any sort, that are not negotiated within 180 days of issuance will be null and void and shall distributed as *cy pres* reversions to The Food Bank of Eastern North Carolina. The Parties expressly agree that if any of the Global Settlement Fund reverts to The Food Bank of Eastern North Carolina, the Parties' Release and Settlement Agreement shall remain binding on all of the Parties, including those who fail to timely negotiate any payments form the Global Settlement Fund.

3. All payments made to Plaintiffs in resolution of their claims in this Action shall not be considered wages for purposes of calculating, or recalculating, benefits provided by, or to, Defendant's employees and their beneficiaries under the terms and conditions of any benefit plan maintained by Defendant for the benefit of its employees and their beneficiaries.

4. Any payments made by Defendant to Plaintiffs shall be subject to all legally required garnishments, liens, wage withholding orders, or similar obligations.

6. The maximum total amount of Individual Payments, Service Payments and the Attorneys' Fee and Cost Payment shall be $1,400,000.00 (the "Settlement Sum").

7. Defendant will bear the employer's share of payroll taxes separately from the Global Settlement Fund. Except for Defendant's share of payroll taxes, Plaintiffs will be responsible for any tax liability, penalties, and interest arising from the allocation of the Global Settlement Fund made to them individually, and Plaintiffs' counsel shall be responsible for all taxes related to Plaintiffs' attorneys' fees, costs and expenses that the Court awards as attorneys'

paid from the Global Settlement Fund. Plaintiffs' counsel and Plaintiffs understand and agree they have not relied on any express or implied representations made by Defendant concerning the tax implications of the Global Settlement Fund.

8. Checks to Plaintiffs and Plaintiffs' counsel for payments under this Agreement will be delivered to Plaintiffs' counsel's within ninety (90) days of the date the Court approves the terms and conditions of the Parties' settlement and this Agreement.

D. Court Approval: The Parties will jointly submit this Agreement to the Court for approval. If the Court unexpectedly rejects the Parties' proposed Agreement, the parties agree to work in good faith to resolve any differences they may have regarding any revised Agreement to be re-submitted to the Court. If the Parties are unable to resolve any such differences on their own, the Parties further agree to engage mediator Lynn Cohn for the purpose of helping the parties resolve any disputes about the terms and conditions of any revised Agreement to be resubmitted to the Court.

E. Release of Claims by Plaintiffs: All Plaintiffs, on behalf of themselves and their heirs, estates, executors, administrators, assigns, transferees, and representatives, release and forever discharges Defendant and its officers, directors, shareholders, employees, representatives, corporate parents, corporate siblings, subsidiaries, predecessors, successors, affiliates, and otherwise related entities (collectively "the Defendant Releasees"), from any and all claims, causes of actions, demands, debts, obligations, damages or liability regarding allegedly unpaid wages or compensation of any kind, liquidated damages, attorneys' fees, costs, expenses, interest, and any other monetary claims related to the payment of wages and compensation, including those claims, causes of action, demands, debts, obligations, damages or liability arising under the FLSA, 29 U.S.C. §§ 201 *et seq.* as alleged in the First Amended Complaint. The

failure of any Plaintiff to negotiate his or her settlement check shall not impact, or diminish, the enforceability of the release described in this paragraph.

F. No Admission of Liability: The Parties understand and acknowledge this Agreement is the result of a compromise, and shall not be construed as an admission of liability, responsibility, or wrongdoing by Defendant. Defendant expressly denies any liability, responsibility, or wrongdoing as alleged in the Lawsuit. It is expressly understood by the Parties that, as a result of this Agreement, Plaintiffs shall not be deemed a "prevailing party" for any purpose, including any fee shifting statute, rule, or agreement and that Plaintiffs' entitlement to attorneys' fees and costs are limited to the provisions of this Agreement.

G. Dismissal: Within three (3) business days of the Court's approval of the Parties' settlement, Plaintiffs will take the steps necessary to dismiss the Lawsuit with prejudice.

H. Disparagement Prohibited: Plaintiffs agree they will not, in any way, disparage Defendant. Plaintiffs further agree they will not disparage Defendant Releasees. Plaintiffs agree they will neither make, nor solicit, any comments, statements, or the like to the media, or to others, that may be considered to be derogatory or detrimental to the good name or business reputation of Defendant.

I. Severability of Provisions: The provisions of this Agreement shall not be deemed severable. If this Agreement is not approved by the Court in whole, the Parties agree they will attempt, in good faith, to revise this Agreement and resubmit this Agreement for approval by the Court. Such obligation shall not be triggered by the Court's refusal to approve the maximum payment allowed by Paragraph C.1.c. so long as the Court approves some payment amount pursuant to that paragraph, up to the maximum requested by Plaintiffs' counsel.

J. **Knowing and Voluntary Waiver:** The Parties acknowledge and agree that, before entering into this Agreement, they have had sufficient time to consider this Agreement and consult with legal counsel of their choosing concerning its meaning. When entering into this Agreement, the Parties have not relied on any representations or warranties made by the Parties, other than the representations and warranties expressly set forth in this Agreement.

K. **Continuing Jurisdiction:** Nothing in this Agreement is intended to limit the Court's authority to retain continuing, and exclusive, jurisdiction over the Parties to this Agreement, including all Plaintiffs, for the purpose of the administration and enforcement of this Agreement.

L. **Dispute Resolution:** The Parties intend for any disputes regarding this Agreement to only be heard by the Court.

M. **Choice of Law:** The enforcement of this Agreement shall be governed, and interpreted, by, and under, the laws of the State of North Carolina.

N. **Named Plaintiffs' Authorization:** Named Plaintiffs, and Plaintiffs' counsel, warrant and represent that Named Plaintiffs are the duly authorized representatives of all Plaintiffs, and Named Plaintiffs are authorized to make decisions on behalf of all Plaintiffs, including settlement of Plaintiffs' claims in the Lawsuit. Named Plaintiffs and Plaintiffs' counsel also warrant and represent that they are expressly authorized to take all appropriate action required, or permitted, to be taken by Plaintiffs under this Agreement to effectuate its terms.

O. **Amendments/Modifications:** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before, or after, the Court's approval of this Agreement, shall be valid or binding unless approved by the Court, and made in writing,

signed by or on behalf of all of the Parties, and then only to the extent set forth in such written waiver, modification or amendment.

P. Binding Agreement: This Agreement shall be binding upon, and inure to the benefit of, the Parties, Defendant Releasees, and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, predecessors, successors, and assigns.

Q. No Third-Party Beneficiaries: This Agreement shall not be construed to create rights in, grant remedies to, or delegate any duty, obligation or undertaking to any third party, which includes anyone who is not a signatory to this Agreement, a Plaintiff, or Plaintiffs' counsel, as a beneficiary of this Agreement.

R. Cooperation Clause: The Parties acknowledge it is their intent to consummate this Agreement, and they agree to cooperate and exercise their best efforts to the extent necessary to effectuate and implement all of the terms and conditions of this Agreement. Defendant agrees to share with Plaintiffs' counsel any information necessary to confirm the equitable distribution of settlement amounts among Plaintiffs. Such information may include, but is not limited to, any data not previously provided regarding contact information, dates of employment, and compensation data.

S. Inquiries: Counsel for the Parties agree they will not issue any press releases or statements, or otherwise initiate communications with the media, regarding the Settlement Agreement. In response to any inquiries concerning the matter, counsel for the Parties will respond that "the matter has been resolved" or words to that effect. If the undersigned counsel, or his firm, receives inquiries from individuals (including Plaintiffs or others) with respect to claims against Defendant, the undersigned shall, before instituting any legal proceedings, notify counsel for Defendant of any such claims. To the extent consistent with

the undersigned's legal and ethical obligations, the undersigned, and any potential or actual client(s), will attempt to resolve any disputes with Defendant informally before any other legal proceedings are commenced. Such attempt at informal resolution shall include strongly encouraging the undersigned's actual, or potential, clients to participate in formal mediation of the matter before instituting a proceeding in court.

T. Entire Agreement: This Agreement constitutes the entire agreement of the Parties concerning the subjects included herein.

U. Captions: The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience only, and shall have no effect on the construction or interpretation of any part of this Agreement.

V. When Agreement Becomes Effective; Counterparts: This Agreement shall become effective upon execution and approval by the Court. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Parties had signed the same instrument.

X. Facsimile Signatures: Execution by facsimile shall be deemed effective as if executed in original.

Y. Signatories: Each person executing this Agreement warrants and represents such person has the authority to do so.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release of Claims. [Signatures appear on pages twelve (12) through fifteen (15)]

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, AND, UNDERSTANDING ALL OF ITS TERMS, I FREELY SIGN IT.

Named Plaintiff

David Carl Anderson

David C. Anderson

Dated this 12 day of April, 2013.

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, AND, UNDERSTANDING ALL OF ITS TERMS, I FREELY SIGN IT.

Named Plaintiff

Samuel Pullen

Samuel Pullen

Dated this 11th day of APRIL, 2013.

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, AND, UNDERSTANDING ALL OF ITS TERMS, I SIGN IT ON BEHALF OF SARA LEE CORPORATION.

SARA LEE CORPORATION

By: _____

Printed Name: MICHAEL PUCANIO

Title: VPHR

Dated this 16 day of APRIL, 2013.

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, AND, UNDERSTANDING ALL OF ITS TERMS, I FREELY SIGN IT.

Plaintiffs' Collective Action Counsel

Alvin L. Pittman for, and on behalf of,
LAW OFFICES OF ALVIN L. PITTMAN
5933 W. Century Blvd., Suite 230
Los Angeles, CA 90045

Dated this 15th day of April, 2013.

14602101.2 (OGLETREE)

EXHIBIT A TO SETTLEMENT AGREEMENT - PAYOUT TO OPT-INS

L NAME	F NAME	ADDRESS	Amount Due (based on $455.47/quarter)
Allen	Spencer	902 North Howard Circle, Tarboro, NC 27886	$4,099.23
Alston	Henrietta	627 E. Highland Ave, Rocky Mount, NC 27801	$4,099.23
Anderson	David	P.O. Box 803, Rocky Mount, NC 27802	$26,366.41
Anderson	Latisha	403 Hastings St., Tarboro, NC 27886	$4,099.23
Andrews	Danielle D.	1101 Bradley Avenue, Tarboro, NC 27886	$1,366.41
Applewhite	Delmon	553 Garris Lot 37, Greenville, NC 27834	$4,099.23
Austin	Eleanor	P.O. Box 777, Windor, NC 27983	$3,188.29
Avent	Patricia	P.O. Box 1178, Sharpsburg, NC 27878	$4,099.23
Baker	Darrick	1016 Long Ave., Rocky Mount, NC 27801	$4,099.23
Baker	Melvin	2026 US 258 North, Tarboro, NC 27886	$4,099.23
Ballance	Daphne R.	P.O. Box 35, Aulander, NC 27805	$2,277.35
Barnes	Alice Faye	P.O. Box 347, Kelford, NC 27847	$1,821.88
Barnes	Almeta	(2/8/2012) 109 Gulftide Ct. Rocky Mount, NC 27801	$4,099.23
Barnes	Dorothy	P.O. Box 878, Lewiston, NC 27849	$910.94
Barnes	Evelyn F.	1934 US Highway 258 N, Tarboro, NC 27886	$4,099.23
Barnes	Sara	1610 Brown Place Dr., Greenville, NC 27834	$4,099.23
Barnes	Stephanie	378 Wooten Road, Macclesfield NC 27852	$4,099.23
Barnes	William E	1934 US Highway 258N, Tarboro N.C. 27886	$4,099.23
Barrett	James	2061 Old Fire Tower Rd., Greenville, NC 27858	$455.47
Battle	Annie	27886	$4,099.23
Battle	Christopher	P.O. Box 1425, Robersonville, NC 27871	$4,099.23
Battle	Gloria	2513 Beechwood Drive, Tarboro, NC 27886	$455.47
Bazemore	Ruth	P.O. Box 237, Lewiston, NC 27849	$4,099.23
Bellamy Jr	Norfleet	1010 Panola St., Tarboro, NC 27886	$4,099.23
Bess	Lennis L.	P.O. Box 74, Hamilton, NC 27840	$4,099.23
Bess	Michael	P.O. Box 1174, Robersonville, NC 27871	$4,099.23
Bland	Willie	6416 Buffaloe Rd., Raleigh NC 27616	$2,732.82
Boddie	Queen	1932 Buck Lane, Greenville, NC 27834	$1,366.41
Bond	Lisa	2135 Bear Trap Rd., Williamston, NC 27982	$4,099.23
Bonds	Phyllis W.	401 Wahree St., Tarboro, NC 27886	$4,099.23
Boyd	Eva	6878 Hwy. 33 E, Tarboro, NC 27886	$2,732.82
Boyette	Terry	1218 Speed Rd., Hobgood, NC 27843	$4,099.23
Brown	Alverta	610 King Ave., Tarboro, NC 27886	$4,099.23
Brown	Annie M.	1641 King Circle Drive, Rocky Mount, NC 27801	$4,099.23
Brown	Mary A.	309 NC 33 E, Tarboro, NC 27886	$1,366.41
Brown	Tisha	15 Waterwood Court, Balto, MD. 21221	$2,277.35
Brown	Walter L.	216 South Pearl St., Williamston, NC 27892	$3,188.29
Bryant	Patricia	1725 Hwy. 125, Hobgood, NC 27843	$4,099.23
Bunn	Mary D.	P.O. Box 184, Whitakers NC 27891	$4,099.23
Bynum	Anna	(2/08/2012) P.O. Box 76 Macclefield, NC 27852	$4,099.23
Caudle	Ricky	2112 Flagstone Ct. C2, Greenville, NC 27834	$4,099.23

EXHIBIT A TO SETTLEMENT AGREEMENT - PAYOUT TO OPT-INS

L NAME	F NAME	ADDRESS	Amount Due (based on $455.47/quarter)
Cherry	Brenda	P.O. Box 451, Lewiston NC 27849	$4,099.23
Cherry	Tareall	2203 Cotton Dr., Tarboro, NC 27886	$4,099.23
Cherry	Teresa	275 Raintree Lane, Tarboro, NC 27886	$4,099.23
Cherry	Wilbert	828 Lincoln Dr., Rocky Mount, NC 27801	$4,099.23
Cherry	Yvonne	828 Lincoln Dr., Rocky Mount, NC 27801	$4,099.23
Chinn	Denton J.	401 N. Elm St., Williamston NC, 27892	$4,099.23
Clark	Quince	510 Roanoke St., Scotland Neck, N.C. 27874	$4,099.23
Clements	Melodie	303 Wahree St., Tarboro, NC 27886	$455.47
Cobb	Lisa	462 Denbigh Blvd., Newport News, VA 23608	$4,099.23
Coffield	Deborah	6416 Buffaloe Rd., Raleigh NC 27616	$2,732.82
Cofield	Luther	8870 Highway 561, Halifax, NC 27839	$4,099.23
Coley	Cheryl	P.O. Box 1553, Williamston, NC 27892	$2,277.35
Cooper	Luvinia	113 S. Linden Pl., Rocky Mount, NC 27801	$910.94
Cooper	Melodine	1445 Acorn Hill Rd., Tarboro NC 27886	$2,732.82
Cotten	Joyce	P.O. Box 251, Hobgood, NC 27843	$455.47
Council	Andrea	120 Ridgewood Rd., Tarboro, NC 27886	$1,366.41
Cumbo	Rufus	P.O. Box 125, Potecasi, NC 27867-0125	$4,099.23
Dail	Suzanne	P.O. Box 3737, Greenville N.C. 27836	$4,099.23
Dancy	Yvonne	208 Snowden St., Tarboro, NC 27886	$1,366.41
Daniels	Janet	212 Oak St., Rocky Mount, NC 27804	$4,099.23
Davis	Alvin	208 Burrington Rd., Greenville NC 27834	$455.47
Davis	Bessie Lee	604 E. Wilson St., Tarboro, NC 27886	$4,099.23
Davis	Freddie	720 S. Franklin St., Rocky Mount, NC 27803	$4,099.23
Davis	Jacqueline	211 Terrace Court, Greenville NC 27834	$1,821.88
Dixon	Lena	P.O. Box 31, Bethel NC 27812	$2,732.82
Dozier	Gwendolyn D.	P.O. Box 148, Whitakers, NC 27891	$4,099.23
Draughn	Arabell	301 Strickland Dr., Tarboro, NC 27886	$4,099.23
Draughn	Maggie	1710 Chestnut St., Scotland Neck N.C. 27874	$4,099.23
Draughn	Odis	309 Walker St., Tarboro, NC 27886	$2,732.82
Draughn	Paula	5102 Lake Wilson Rd., Elm City, N.C. 27822	$4,099.23
Draughn	Viola	1710 Chestnut St., Scotland Neck N.C. 27874	$4,099.23
Eason	Arlene	P.O. Box 280, Pinetops, NC 27864	$6,099.23
Edwards	Vernise	401 Ridgeway Dr., Spring Hope, N.C.	$1,366.41
Everett	Barbara H.	3771 Roy Beach, Oak City NC 27857	$1,366.41
Forbes	Crystal	141 Thorne Road, Rocky Mt, NC 27801	$4,099.23
Freeman	Darryl	106 Beacon Light Ch. Rd., Windsor, NC 27983	$4,099.23
Gary	Roy	725 McMillian Dr., Tarboro, NC 27886	$6,099.23
Gilliam	Melissa	601 College St., Windsor, NC 27938	$4,099.23
Glisson	Frances	3939 Old River Rd., Greenville, NC 27834	$4,099.23
Godard	Verlon Gray	306 S. Harrell St., Williamston, NC 27892	$4,099.23
Godwin	Peggy	P.O. Box 813, Bethel NC 27812	$4,099.23

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L NAME	F NAME	ADDRESS	Amount Due (based on $455.47/quarter)
Graham	Cassandra	2009 Barlow Rd., Tarboro NC 27886	$4,099.23
Graham	Sharon	P.O. Box 293, Speed, NC 27881	$4,099.23
Grandy	Alice Bond	1169-A Nicklaus Drive, Greenville, NC 27834	$1,821.88
Gray	Mary L.	P.O. Box 155, Conetoe NC 27819	$6,099.23
Gregory	Mamie	2468 Dickens Rd., Tarboro NC 27886	$4,099.23
Grimes	Ella M.	P.O. Box 187, Bethel NC 27812	$4,099.23
Hammiel	Glenda	485 Green Acres Rd., Enfield NC 27823	$4,099.23
Hansome	Allen	402 Dowd St. Tarboro, NC 27886	$455.47
Hardy	Tameca	P.O. Box 323, Kelford NC 27897	$4,099.23
Harrell	Jacqueline	P.O. Box 678, Statesville, NC 27942	$4,099.23
Harrell	Ordre	2313 NC 45 S, Harrellsville, NC 27942	$4,099.23
Harris	Aileen	200 N. Howard Circle, Tarboro NC 27886	$4,099.23
Harris	Florine	P.O. Box 253, Rich Square, NC 27869	$2,277.35
Harris	Sandra G.	1205 Beal St., Rocky Mount, NC 27804	$4,099.23
Heckstall	Anna	124 Church Ln., Windsor NC 27983	$4,099.23
Hedgebeth	Alton	113 Pine Lane, Washington, NC 27889	$910.94
Henderson	Sherrie	1220 N. Oakwood Dr., Rocky Mount, NC 27801	$1,366.41
Higgs	Clara S.	P.O. Box 453, Conetoe, NC 27886	$4,099.23
Higgs	Randy	175 S. Jewel Dr. Tarboro, NC 27886	$1,366.41
Hill	Dianne E.	309 E. 18th St., Scotland Neck, NC 27874	$4,099.23
Hill	Marshall	1709 Preston Dr., Tarboro, NC 27886	$4,099.23
Hinton	Denise	122 Jefferi Cove, Rocky Mount, NC 27804	$2,732.82
Hinton	Earthleen	142 Dodge Pointe Dr., Pinetops, NC 27864	$4,099.23
Hinton	Rulet Jeannett	P.O. Box 209, Jamesville NC 27846	$3,188.29
Howell	Sylvia	307 Old Sparta Rd., Tarboro NC 27886	$4,099.23
Hussey	Joyce	(2/08/2012) P.O. Box 859 Pinetops, NC 27864	$4,099.23
Hyman	Linda	509 Edmonson Ave., Tarboro, NC 27886	$4,099.23
Hyman	Nancy	1406 Adam Farm Pky., Apt. 4, Greensboro, NC 27407	$4,099.23
Hyman	Raymond	1004 Roanoke St., Scotland Neck, NC 27874	$1,366.41
Jackson	Derrick	927 Republican Rd., Windsor, NC 27804	$4,099.23
Jackson	Florence	927 Republican Rd., Windsor, NC 27983	$4,099.23
Jackson	Michael	927 Republican Rd., Windsor NC 27983	$3,643.76
Jackson	Shelby	1333 Fairway Terrace, Rocky Mount N.C. 27804	$4,099.23
Jacobs	Mattie	408 Greenwood Blvd., Princeville, NC 27886	$4,099.23
James Jr.	Samuel Lee	118 Summer Acre Rd., Tarboro, NC 27886	$4,099.23
Jenkins	Carolyn	P.O. Box 838, Pinetops, NC 27864	$4,099.23
Jenkins	Cornell	506 Park St., Williamston, NC 27892	$4,099.23
Johnson	Stephanie	138 Leaf St., Murfreesboro, NC 27855	$4,099.23
Johnson	Willie Ray	P.O. Box 838, Pinetops, NC 27864	$1,821.88
Jones	Bernadine	P.O. Box 398, Oak City, NC 27857	$4,099.23
Jones	Herman Lee	P.O. Box 971, Rich Square NC 27869	$6,099.23

EXHIBIT A TO SETTLEMENT AGREEMENT - PAYOUT TO OPT-INS

L NAME	F NAME	ADDRESS	Amount Due (based on $455.47/quarter)
Jones	Ivory R	P.O. Box 1653, Tarboro, NC 27886	$6,099.23
Jones	Margaret	13695 Watson Seed Farm Rd., Whitakers, NC 27891	$4,099.23
Joyner	Margaret C.	646 NC 111 and 122 South, Tarboro, NC 27886	$4,099.23
Joyner	Sandra A.	108 Arrowood Drive, Nashville, NC 27856	$455.47
Joyner III	Ernest	P.O. Box 422, Hobgood, NC 27843	$4,099.23
Kelly	Angela	105 Jones Ct., Princeville, NC 27886	$6,099.23
Kenney	Joann	112 Sandy Lane, Tarboro 27886	$4,099.23
King	Loretta	830 Corker Town Rd Whitakers NC 27891	$4,099.23
King	Montrell Shaquebt	1120 October Ln., Williamston, NC 27892	$910.94
Knight	Bernice	7735 NC Hwy. 33 E, Tarboro, NC 27886	$4,099.23
Lancaster	Lottie	5116 Speights Chapel Rd., Whitakers, NC 27891	$4,099.23
Lancaster	Porsche	5166 Speight's Chapel Rd., Whitakers, NC 27841	$4,099.23
Lane	Karen	1025 Lynch Dr., Tarboro, NC 27886	$4,099.23
Lasco	Mary	P.O. Box 1512, Rocky Mount, NC 27802	$4,099.23
Lawrence	Ronnie	P.O. Box 1127, Bethel NC 27812	$4,099.23
Lee	Wendy	P.O. Box 685 Battleboro, NC 27809	$2,732.82
Little	Barbara	P.O. Box 37, Hobgood, NC 27843	$4,099.23
Loadholt	Lucy	1101 Daniels Lane, Williamston NC 27892	$4,099.23
Louison	Mattie	617 Pine Knoll Dr., Rocky Mount, NC 27804	$455.47
Lyons	Catherine	2252 Coker Town Rd., Whitakers, NC 27891	$4,099.23
Lyons	Derone	256 Lakeside Lane, Tarboro NC 27886	$4,099.23
Lyons	Jacqueline H	P.O. Box 902, Whitakers, NC 27891	$4,099.23
Mabry	Regina D.	205 Hickory Ave., Tarboro, NC 27886	$4,099.23
Manley	Patricia	3945 Governors Rd., Kelford, NC 27847	$4,099.23
Manning	Dennis	518 W. Main St., Williamston, NC 27892	$1,366.41
McAllister	Maggie	Rt. 1, Box 95, Pinetops, NC 27864	$4,099.23
McNeil	Phyllis	523 Magnolia Dr., Rocky Mount NC 27801	$3,188.29
Mitchell	Earl	3575 Roy Beach Rd., Oak City, NC 27857	$1,366.41
Mitchell	Veronica	3631 Williams St., Apt. 1B, Farmville 27828	$4,099.23
Morning	Lynchristila	2105 Pendleton St., Greenville NC 27834	$2,277.35
Outlaw	John	150 Old Merry Hill, Merry Hill, NC 27957	$4,099.23
Pettaway	Robert	1036 Drew St. Rocky Mount, NC 27801	$2,910.94
Petteway	Earlene	P.O. Box 161, 108 Thigpen Rd., Conetoe, NC 27819	$1,821.88
Petteway	James	P.O. Box 161, Conetoe, NC 27819	$4,099.23
Pittman	Helen	P.O. Box 945, Whitakers, NC 27891	$6,099.23
Pittman	Vernera B	156 Whitaker Rd., Rocky Mount, NC 27801	$910.94
Pollard	Priscilla	113 N. Fairview Circle, Tarboro, NC 27886	$4,099.23
Porter	Lena	1544 Harper St., Rocky Mount, NC 27801	$4,099.23
Pugh	Patricia	405 NC Hwy 42 West, Ahoskie, NC 27910	$2,277.35
Pullen	Bonita	P.O.Box 517 Whitakers, NC 27891	$4,099.23
Pullen Jr	Sam	1317 W. Wilson St., Apt. 9-B, Tarboro NC 27886	$29,099.23

EXHIBIT A TO SETTLEMENT AGREEMENT - PAYOUT TO OPT-INS

L NAME	F NAME	ADDRESS	Amount Due (based on $455.47/quarter)
Rascoe	Lessie	108 Beacon Ct. Ch. Rd., Windsor, NC 27983	$4,099.23
Rascoe	Victoria	106 Beacon Lt. Ch. Rd., Windsor, NC 27983	$4,099.23
Reese	Doris Teen	2216 Johnson Mills Dr., Greenville, NC 27834	$4,099.23
Reyes	Connie	13014 US Hwy 64, Lot 2, Williamston, NC 27892	$4,099.23
Richardson	Gloria	1969 Silent Night Hill Rd., Tarboro, NC 27886	$4,099.23
Roberson	Alice	1319 Eastern Ave., Rocky Mount, NC 27801	$4,099.23
Robinson	Michael	P.O. Box 811, Scotland Neck NC 27864	$455.47
Rodgers	Fate	64 Young Lane, Tarboro, NC 27886	$4,099.23
Rodman	Cathy	P.O. Box 562, Scotland Neck, NC 27874	$4,099.23
Russ	Carroll H.	P.O. Box 3737, Greenville, NC 27836	$4,099.23
Savage	Sylvia	(2/08/2012) 1929 W. Wilson St., Tarboro, NC 27886	$1,366.41
Sharpe	Evelyn	P.O. Box 1271, Pinetops, NC 27864	$6,099.23
Shaw	Mary B.	P.O. Box 1458, Tarboro NC 27886	$4,099.23
Sherrod	Cornellous	1003 Lynch Dr., Princeville, NC 27886	$4,099.23
Silver	Alvin O.	725-A Greenwood Blvd., Tarboro, NC 27886	$4,099.23
Simmons	Emma	6023 Ringwood Rd., Enfield, NC 27823	$3,188.29
Smallwood	Erma	510 US 13-17S, Windsor, NC 27983	$4,099.23
Smith	Barbara	P.O. Box 604, Scotland Neck, NC 27874	$4,099.23
Smith	Charles	400 E 16th St., Scotland Neck, NC 27874	$4,099.23
Smith	Cynthia	P.O. Box 654 Scotland Neck, NC 27874	$4,099.23
Smith	Jermaine	10331 Straight Gate Rd., Whitakers NC 27891	$2,732.82
Smith	Shzandra	4315 W. Pine St., Farmville NC 27828	$3,188.29
Southerland	Roger	960 Woodland Rd., Tarboro, NC 27886	$4,099.23
Speaker	Lavern	373 S. Shiloh Farm Rd., Tarboro NC 27886	$4,099.23
Spragley	Lena	209 Hasting St., Tarboro NC 27886	$4,099.23
Stanley	Gwendolyn	Apt. K-405 Speight Avenue, Tarboro NC 27886	$4,099.23
Stanley	Milton	80 Summer Acre Rd., Tarboro, NC 27888	$3,366.41
Staton	Carolyn	1031 Lynch Dr., Tarboro, NC 27886	$4,099.23
Staton	Linda	57 Center St., Tarboro, NC 27886	$4,099.23
Staton	Theresa	3061 Northgate Dr., Farmville, NC 27828	$4,099.23
Stewart	Lorraine	632-C Woodard Rd., Windsor, NC 27983	$2,732.82
Sykes	Sandy	P.O. Box 91, Rocky Mount, NC 27802	$4,099.23
Taylor	Annie	P.O. Box 877, Bethel NC 27812	$4,099.23
Thigpen (Wiley)	Jacqueline	309 Old Sparta Rd., Tarboro, NC 27886	$4,099.23
Thomas	Joyce	5102 Archers Rd., Wilson NC 27886	$2,277.35
Thompson	Brenda	218 Vealefield Rd., P.O. Box 238, Lewiston NC 27849	$2,277.35
Thompson	Odell	P.O. Box 94, Lewiston, NC 27849	$2,732.82
Thornton	Diane	P.O. Box 745, Rich Square, NC 27869	$4,099.23
Tillery	Charlotte	1016 Long Ave., Rocky Mount NC 27801	$6,099.23
Tillery	Chettie	4828 NC Highway 97 E, Tarboro, NC 27886	$4,099.23
Tillery	Venesia	80 Summer Acre Rd., Tarboro NC 27886	$4,099.23

EXHIBIT A TO SETTLEMENT AGREEMENT - PAYOUT TO OPT-INS

L NAME	F NAME	ADDRESS	Amount Due (based on $455.47/quarter)
Tillery	Zandra	8870 Highway 561, Halifax, NC 27839	$4,099.23
Tucker	Ida	1533 Bedford Rd., Rocky Mount NC 27801	$1,366.41
Turnage	Carlester	P.O. Box 6285, Rocky Mount, NC 27802-6285	$4,099.23
Veale	Monica	P.O. Box 844, Lewiston, NC 27849	$4,099.23
Vines	Mckinley	67 NC 33 East, Tarboro NC 27886	$4,099.23
Walden	Hilda	1571 Over The Hill Farm Rd., Halifax, 27839	$4,099.23
Ward	Reginald	1022 Robert Rd., Wilson, NC 27893	$3,643.76
Ward	Torri	155 Travis Ln., Pinetops, NC 27886	$4,099.23
Ward	Valentina	110 Cherry Court Dr., Apt. A, Greenville, NC 27858	$4,099.23
Webb	James	1709 Price Rd., Williamston NC 27892	$4,099.23
West	Stacia	P.O. Box 82, Kelford NC 27847	$4,099.23
Whitaker	Helen	10034 13 Bridges Rd., Scotland Neck, NC 27874	$4,099.23
Whitaker	Kimberly	P.O. Box 873, Aulander, NC 27805	$4,099.23
Wiggins	Jackie Lee	108 4th East St., Oak City, NC 27857	$1,821.88
Wiggins	Jetiones Trevon	P.O. Box 1244, Robersonville, NC 27871-1244	$1,821.88
Wiggins	LouVonya	350 Ahoskie Cofield Rd., Ahoskie, NC 27910	$2,732.82
Wiggins	Michael	1936 Hwy 561, Scotland Neck NC 27874	$3,188.29
Wilkins	Linda	300 Geddie Ave., Tarboro NC 27886	$4,099.23
Wilkins	Lorraine	725 Greenwood Blvd., Princeville NC 27886	$4,099.23
Wilkins	Shelia	P.O. Box 717, Bethel NC 27812	$3,188.29
Williams	Eugene	79 Howard Rd., Scotland Neck, NC 27874	$3,643.76
Williams	La Tanya	1376 Woodland Rd., Tarboro NC 27886	$4,099.23
Williams	Wilma	P.O. Box 206, Oak City NC 27857	$4,099.23
Willoughby	Joyce	2769 Penny Hill Rd., Greenville, NC 27834	$4,099.23
Worsley	James	P.O. Box 296, Robersonville, NC 27871	$2,732.82
Worsley	Mattie	P.O. Box 63, Conetoe, NC 27819	$6,099.23
PAYOUT			$868,339.68