

CONFIDENTIAL AGREEMENT OF SETTLEMENT AND RELEASE

This AGREEMENT OF SETTLEMENT AND RELEASE (the "Agreement") is made and entered into by and between claimants Paul Parravano and Clarence Whaley (together, "Claimants") and respondents American Express Travel Related Services Company, Inc., American Express Centurion Bank and American Express Bank, FSB (together, "American Express").

RECITALS

This Agreement is made with reference to the following facts:

A. On March 25, 2005, the parties entered into a Settlement Agreement and Confidential Addendum to Settlement Agreement, copies of which are attached hereto and fully incorporated by reference herein, regarding the Alternative Format Dispute. The Settlement Agreement and Confidential Addendum shall hereinafter be referred to together as the "Alternative Format Agreement."

B. A dispute has arisen between Claimants and American Express regarding American Express's obligations under Alternative Format Agreement and its compliance therewith (the "Dispute").

C. Claimants and American Express have agreed fully, finally and forever to settle and compromise the Dispute. By this Agreement, the parties intend to memorialize the terms of such compromise and settlement.

AGREEMENT AND RELEASE

In consideration of the mutual undertakings contained in this Agreement, and other good, valuable and sufficient consideration, the receipt and adequacy of which is acknowledged, Claimants and American Express agree as follows:

1. **No Admissions.** Each of the parties hereto understands and acknowledges that this Agreement, including the consideration transferred hereunder, is being made solely for the purpose of avoiding the expense and inconvenience of further informal dispute resolution or

formal legal proceedings and that such matters shall not be construed as an admission of any wrongful conduct or any liability whatsoever.

2. Monetary Consideration. Within thirty (30) days following execution of this Agreement by the parties, American Express shall deliver to Linda M. Dardarian, Goldstein, Demchak, Baller, Borgen and Dardarian, at 300 Lakeside Drive, Suite 1000, Oakland, California 94612, a check for \$6,000.00 payable to Claimant Paul Parravano, a check for \$6,000 payable to Claimant Clarence Whaley, in full and final settlement of the Dispute. In addition, American Express shall simultaneously deliver to Linda M. Dardarian a check payable to Goldstein, Demchak, Baller, Borgen & Dardarian in the amount of \$55,500 in full and final settlement of attorney's fees, expenses and costs incurred in the Dispute. .

3. Confidentiality. The parties hereto agree that the terms of this Agreement shall be kept confidential. In all respects, neither the parties nor their attorneys shall disclose, disseminate or publicize, or cause or permit to be disclosed, disseminated or publicized, to any person or entity the terms of this Agreement. Notwithstanding the foregoing, the parties hereto or their attorneys may disclose the terms of this Agreement to their successors, parents, subsidiaries, affiliates, divisions, employees, attorneys, accountants, tax advisors or insurers when such entities or persons have a legitimate business need to know such information, and the parties or attorneys instruct the entities or persons that the information is confidential and they should not disclose, disseminate or publicize, or cause or permit to be disclosed, disseminated or publicized, the information. In addition, the parties or their attorneys may disclose information regarding the settlement to the extent necessary to respond to appropriate taxing authorities or any subpoena issued by a government agency or court of competent jurisdiction. Claimants expressly acknowledge that all obligations imposed upon them by this paragraph are supported by consideration.

4. Release. Claimants hereby release, discharge and agree to hold American Express and each of its respective current and former officers, directors, partners, employees, agents, servants, heirs, administrators, executors, predecessors, successors, affiliates,

subsidiaries, parents, representatives and assigns, jointly and severally, free and harmless from and against any and all rights, claims, debts, demands, acts, agreements, liabilities, obligations, damages, costs, fees (including, without limitation, those of attorneys), expenses, actions and/or causes of action of every nature, character and description, whether known or unknown, suspected or unsuspected, regarding the Dispute. Claimants understand and agree that this Agreement fully and finally release and forever resolves the foregoing matters released and discharged with respect to the Dispute, including those which may be unknown, unanticipated and/or unsuspected and waive all benefits under California Civil Code Section 1542, as well as any other statutes or common law principles of similar effect, to the extent that such benefits may contravene this release. Claimants hereby acknowledge that they have read and understand Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This paragraph applies only to matters relating to the Account and/or arising out of the Small Claims Action.

5. Modification of Alternative Format Agreement. Nothing herein shall be construed to modify the terms of the Alternative Format Agreement, including but not limited to the Duration of Agreement.

6. Representations and Warranties. Claimants and American Express represent and warrant to and agree with each other as follows:

a. Each party has had an opportunity to obtain independent legal advice from attorneys of his or its choice with respect to the advisability of entering into this Agreement and with respect to the advisability of giving the release provided herein.

b. In connection with the execution of this Agreement or the making of the settlement provided for herein, no party to this Agreement has relied upon any statement,

representation or promise of any other party not expressly contained herein or in the incorporated Alternative Format Agreement.

c. This Agreement contains the entire agreement of the parties hereto. There are no agreements or understandings between the parties hereto relating to the matters and releases referred to in this Agreement other than as set forth in this Agreement or in the incorporated Alternative Format Agreement.

d. The parties have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.

e. The terms of this Agreement are contractual and are the result of negotiation between the parties. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party, and the canon of contractual interpretation set forth in California Civil Code Section 1654 shall not be applied.

f. This Agreement has been carefully read by each of the parties, or their responsible officers, and the contents thereof are known and understood by each of the parties. Counsel for Claimants represent and warrant that this Agreement has been read verbatim to Claimants or otherwise provided to them in a format accessible to them. This Agreement is signed freely by each party executing it.

7. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified, except by written agreement subscribed by each of the parties to be charged with such modification.

8. Agreement Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective officers, directors, partners, employees, agents, servants, heirs, administrators, executors, successors, representatives and assigns.

9. Attorneys' Fees and Costs. The parties agree to pay their own costs and attorneys' fees except that, in the event that any action, suit or other proceeding is instituted to

remedy, prevent or obtain relief from a breach of this Agreement, arising out of a breach of this Agreement, involving claims within the scope of the release contained in this Agreement or pertaining to a declaration of rights under this Agreement, the Claimants shall recover the reasonable attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom, if they are the prevailing parties, and American Express shall recover the reasonable attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom, if the trier of fact determines that American Express is the prevailing party and that Claimants' actions in pursuing its claims in such action, suit or other proceeding were frivolous, unreasonable or without foundation.

10. Severability. In the event any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.

11. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California.

12. Warranty of Authority. Each party whose signature is affixed hereto in a representative capacity represents and warrants that he is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his signature is affixed.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The parties hereto agree that PDF or facsimile signatures shall have the same force and effect as original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

DATED: *January 29 2008*
~~December~~ , 2007

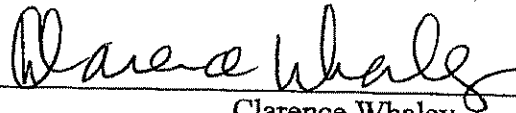
PAUL PARRAVANO

Paul Parravano

Paul Parravano

DATED: ~~December~~ ^{January 29, 2008} ~~2007~~

CLARENCE WHALEY


Clarence Whaley

DATED: December __, 2007

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: _____

Its: _____

DATED: December __, 2007

AMERICAN EXPRESS CENTURION BANK

By: _____

Its: _____

DATED: December __, 2007

AMERICAN EXPRESS BANK, FSB

By: _____

Its: _____

APPROVED AS TO FORM:

DATED: December __, 2007

GOLDSTEIN, DEMCHAK, BALLER, BORGEN & DARDARIAN

By: _____

Linda M. Dardarian

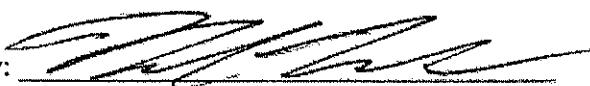
DATED: December __, 2007

CLARENCE WHALEY

Clarence Whaley

January 10,
DATED: December __, 2007

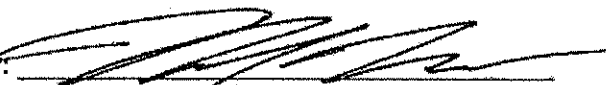
AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.

By: 

Its: Senior Litigation Counsel

January 19,
DATED: December __, 2007

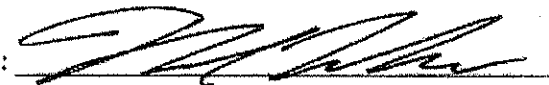
AMERICAN EXPRESS CENTURION BANK

By: 

Its: Senior Litigation Counsel

January 19,
DATED: December __, 2007

AMERICAN EXPRESS BANK, FSB

By: 

Its: Senior Litigation Counsel

APPROVED AS TO FORM:
January 29, 2008
DATED: December __, 2007

GOLDSTEIN, DEMCHAK, BALLER, BORGEN
& DARDARIAN

By: 
Linda M. Dardarian

Attorneys for Claimants
PAUL PARRAVANO and CLARENCE
WHALEY

DATED: December __, 2007

LAW OFFICES OF ELAINE B. FEINGOLD

By: _____
Elaine B. Feingold

Attorneys for Claimants
PAUL PARRAVANO and CLARENCE
WHALEY

January 28, 2008
DATED: December __, 2007

STROOCK & STROOCK & LAVAN LLP

By: *Stephen J. Newman*

Stephen J. Newman

Attorneys for Respondents
AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC., AMERICAN
EXPRESS CENTURION BANK and
AMERICAN EXPRESS BANK, FSB

Attorneys for Claimants
PAUL PARRAVANO and CLARENCE
WHALEY

January 29
DATED: December 29, 2008

LAW OFFICES OF ELAINE B. FEINGOLD

By: *Elaine B. Feingold*
Elaine B. Feingold

Attorneys for Claimants
PAUL PARRAVANO and CLARENCE
WHALEY

DATED: December , 2007

STROOCK & STROOCK & LAVAN LLP

By: _____
Stephen J. Newman

Attorneys for Respondents
AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC., AMERICAN
EXPRESS CENTURION BANK and
AMERICAN EXPRESS BANK, FSB