

**EXHIBIT A**  
**STATEMENT OF TERMS OF THE DOE & JOE**  
**QUALIFIED SETTLEMENT FUND**

This Statement of Terms shall govern the operation of the Doe & Joe Qualified Settlement Fund.

1. *Statutory Requirements.* (1) The Doe & Joe Qualified Settlement Fund (“Doe & Joe QSF”) was established pursuant to an order of the Nevada District Court in *Jane Doe, et al. v. Defendant Motor Company, et al.* Case Number A500007 entered on July 4, 2011 (the “Order”); (2) The Doe & Joe QSF was established to resolve or satisfy one or more contested or uncontested claims that have resulted or may result from an automobile accident and that has given rise to at least one claim asserting liability arising out of a tort; and (3) The Doe & Joe QSF is a trust under California state law, and its assets are segregated from other assets of the transferor.
2. *Court Supervision.* Pursuant to the Order, the Doe & Joe QSF will be subject to continuing court jurisdiction.
3. *Qualified Payments.* In accordance with the Order, Defendant DEFENDANT MOTOR COMPANY (“Defendant”) shall pay to the Doe & Joe QSF all monies owed Plaintiffs from the judgment in *Jane Doe, et al. v. Defendant Motor Company, et al.* Case Number A500007 in immediately available funds.
4. *No Further Obligation or Reversion.* Following the payment or payments set forth in paragraph 1 above to the Doe & Joe QSF, the Defendant shall have no further obligation to contribute to the Doe & Joe QSF nor shall Defendant have any right to a refund or reversion of that payment or any interest thereon.
5. *Nature of Payments.* Payments to the Doe & Joe QSF shall not be construed as fines, penalties, monetary sanctions or punitive damages.
6. *Financial Institution.* Upon receipt of payment, the Administrator shall deposit in a local or national financial institution, according to this document’s terms and conditions.
7. *Investment of QSF.* The Administrator shall invest and reinvest the principal and income of the QSF and keep the QSF invested in one or more Money Market or other accounts, such as a government or government agency fund, which shall be

treated as a single fund without distinction between principal and income. For purposes of this paragraph, "Money Market Account or other account" shall mean a money fund or funds, including a savings account (without penalty for early withdrawal), the objectives of which are consistent with liquidity (ability to redeem to cash within three business days) and low risk (or guaranteed by the US Government), the maintenance of a balanced allocation of high quality, short-term fixed income and money market instruments, and maintenance of a constant net asset value per share. All investments shall be made so as to at all times provide sufficient liquidity to meet the anticipated cash needs of the QSF. In investing, reinvesting, exchanging, selling and managing the QSF, the Administrator shall discharge his duties with respect to the QSF solely in the interest of the accomplishment of the purposes and objectives of the QSF.

8. *Who Can Receive Distributions?* The Administrator shall make distributions from the Doe & Joe QSF solely to the following payees and to no others (i) Plaintiff, or their legal representatives, or their trusts in resolution and satisfaction of their claims against the Doe & Joe QSF (ii) the holders of liens on the payments due to plaintiff or their legal representatives, (iii) attorneys for the plaintiff and their legal representative for attorneys' fees, costs, and expenses. (iv) annuity issuers and assignees that provide periodic payments to the payees in subsections (i) and (iii) whether or not with respect to claims described in sections 104(a)(2) or 130 of the U.S. Code as amended, (v) the federal and state tax authorities to whom tax is due from the Doe & Joe QSF, and (vi) the Administrator of the Doe & Joe QSF for the fees and costs of administration of the Doe & Joe QSF.
9. *Termination of the Doe & Joe QSF.* The Doe & Joe QSF shall terminate on Order of the Court or at such time as no funds remain in the Fund, if earlier. On termination, the Administrator shall prepare and file the final income tax returns for the Doe & Joe QSF, pay any tax resulting, pay the final administrative expenses and costs of the Doe & Joe QSF, and close the account described in paragraph 4.
10. *Administrator.* The Administrator of the Doe & Joe QSF is Roger Staubach, a California Certified Specialist in Estate Planning, Probate and Trust laws and a member of the California bar.

11. *Authority.* The Administrator shall obtain the taxpayer identification number for the Doe & Joe QSF, shall supervise the preparation and filing of all income tax returns and information reports required and shall maintain all financial records for the Doe & Joe QSF. The Administrator shall operate the Doe & Joe QSF at all times in a manner consistent with the regulations under section 468B of the Internal Revenue Code. The Administrator is authorized to execute all documents necessary to carry out the terms of the Doe & Joe QSF.
12. *Compensation.* Roger Staubach as Administrator shall be compensated by the Doe & Joe QSF Fund, plus reimbursement for any out-of-pocket disbursements incurred for mail, messengers, copying, telephone and travel. The rate for compensation shall be at his hourly rate of \$400/hour for his services, other paralegals (\$125/hour) or attorneys (\$185-\$350/hour) in his firm may assist in administration and their hourly rates will be used. If costs are being reimbursed for travel, the Administrator is entitled to 50% of his time while traveling. Payment will be made no more often than once a month and only after an invoice detailing the hours spent on this matter have been delivered to Plaintiffs attorney. The Administrator's fee will first be paid out of any income earned from the QSF, only when exhausted will the Administrator seek payment from principal.
13. *Vacancy.* The Administrator may resign by written notice delivered to the Court with continuing jurisdiction over the Doe & Joe QSF. The Court shall have the power to appoint a successor Administrator with new terms for compensation. In default of such appointment, the Administrator shall have the power to appoint a corporate Administrator. Any successor Administrator shall have the same powers, authorities, and discretions as though originally named as the Administrator. All of the Administrators fees and expenses (including reasonable attorneys' fees) attributable to the appointment of a successor administrator shall be paid by the Doe & Joe QSF.
14. *Acceptance of Appointment by Successor.* Acceptance of appointment as a successor Administrator shall be in writing and shall become effective on receipt by the Court of notice of such acceptance. On the acceptance of appointment of any successor Administrator, title to the Doe & Joe QSF assets shall be vested in the successor

Administrator, jointly with the remaining Administrators, if any, without the necessity of any conveyance or instrument.

15. *Indemnification.* The Administrator shall be indemnified and held harmless by Plaintiff from any claims made by any alleged lien holder, or other person or entity that attempts to assert a right of payment, reimbursement or garnishment against the Doe & Joe QSF. Should the Administrator be named as a party to, or threatened to be made a party to, any threatened, pending or completed action, suit or proceeding of any kind, whether civil, administrative or arbitral, and whether brought by or against or otherwise involving the Doe & Joe QSF, by reason of the Administrator having served in any capacity on behalf of the Doe & Joe QSF, the Administrator shall be indemnified and held harmless by the Plaintiff against reasonable expenses, costs and fees (including attorney fees), judgment, awards, costs, amounts paid in settlement, and liabilities of all kinds incurred by the Administrator in connection with or resulting from such actual or threatened action, suit or proceeding; except to the extent that it is finally determined by this Court that the Administrator was grossly negligent or acted with willful misconduct in connection with the administration of this Fund.
16. *Bond.* No bond or other security is required of the Administrator or any Successor Administrator.
17. *Taxes.* All taxes on the income of the Fund and expenses and costs incurred in connection with the taxation of the Fund (including, without limitation, the expenses of tax attorneys and accountants for reasonable and ordinary services, for each tax year the fund is in existence, incurred in preparing and filing of the Fund's annual income taxes) shall be (i) paid out of the Fund, (ii) considered to be a cost of administration of the settlement, and (iii) timely paid by the Administrator without prior order of the Court. The Administrator is authorized to hire counsel from his law firm to prepare the QSF tax returns.
18. *Financial Statements.* Upon request, the Administrator will prepare and deliver Doe & Joe QSF Statements ("Statements") to Plaintiffs, counsel for the Plaintiff or the Nevada District Court. The Statements shall include a statement of receipts,

investment earnings, and disbursements. The Administrator shall provide the Statement no later than ten (10) business days following a request.

19. *Amendment.* The Fund may be altered, amended or revoked from time to time by an instrument in writing executed by the Administrator and authorized by order of the Court.
20. *Governing Law.* California law shall govern the Fund. The regulations accompanying section 468B of the Title 26 of the United States Code, as amended shall be used in interpreting the Fund in a manner to accomplish the intent of the parties that the Fund be characterized as a qualified settlement fund under those regulations.

Dated: \_\_\_\_\_

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By, Roger Staubach  
Administrator of the Fund