



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

**MODIFICATION OF DECEMBER 7, 2009 AGREEMENT ON  
ATTORNEYS' FEES, EXPENSES, AND COSTS**

1. On December 7, 2009, an Agreement on Attorneys' Fees, Expenses, and Costs ("Fee Agreement") was entered into in this case by and between Plaintiffs, as defined in the December 7, 2009 Class Action Settlement Agreement ("the Main Cobell Agreement"), on the one hand, and Defendants, as also defined in the Main Cobell Agreement. Plaintiffs and Defendants are collectively referenced as the "Parties."

2. In the Fee Agreement, the Parties agreed that "Plaintiffs may submit a motion for Class Counsel's attorney fees, expenses, and costs incurred after December 7, 2009, up to \$10,000,000." Fee Agreement, paragraph 5.

3. The Parties agreed on the \$10,000,000 limit set forth in paragraph 5 of the Fee Agreement based, at least in part, on the possibility that Congress would enact legislation upon which the Main Cobell Agreement is contingent by December 31, 2009, Main Cobell Agreement, paragraph A.22 (defining the "Legislation Enactment Deadline"); that Preliminary

Approval would be sought by the Parties on or near January 15, 2010, Main Cobell Agreement, paragraph B.3, B.4; and that a Fairness Hearing would occur on or about April 15, 2010.

4. It has become apparent to the Parties that in order for the agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline will need to be extended. As a result, the Parties anticipate that they may not be seeking Preliminary Approval on or near January 15, 2010, and that a Fairness Hearing will not occur on or about April 15, 2010.

5. The Parties anticipate that as a result of the extension of time, Plaintiffs may incur greater attorneys' fees related to the Main Cobell Agreement.

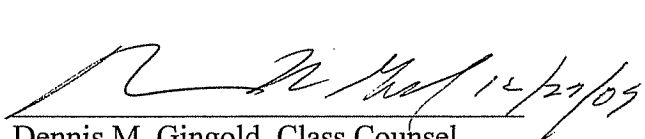
6. Accordingly, the Parties hereby mutually agree to modify the first sentence of paragraph 5 of the Fee Agreement to read: "Plaintiffs may submit a motion for Class Counsel's attorneys' fees, expenses and costs incurred after December 7, 2009, up to \$12,000,000.00." No other portion of paragraph 5 of the Fee Agreement is affected by this modification.

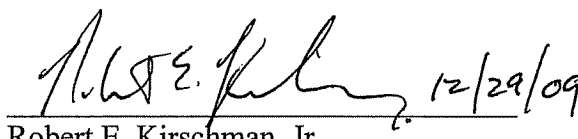
### SIGNATURES

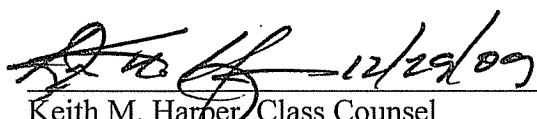
Wherefore, intending to be legally bound in accordance with the terms of this Modification of the December 7, 2009 Agreement on Attorneys' Fees, Expenses, and Costs, the Parties hereby execute this Modification:

**FOR PLAINTIFFS:**

**FOR DEFENDANTS:**

  
Dennis M. Gingold, Class Counsel

  
Robert E. Kirschman, Jr.  
Deputy Director  
Commercial Litigation Branch

  
Keith M. Harper, Class Counsel