

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE WORLDCOM, INC.
SECURITIES LITIGATION

MASTER FILE NO.
02 Civ. 3288 (DLC)

This Document Relates to:

02 Civ. 3288	02 Civ. 4973	02 Civ. 8230	:
02 Civ. 3416	02 Civ. 4990	02 Civ. 8234	:
02 Civ. 3419	02 Civ. 5057	02 Civ. 9513	:
02 Civ. 3508	02 Civ. 5071	02 Civ. 9514	:
02 Civ. 3537	02 Civ. 5087	02 Civ. 9515	:
02 Civ. 3647	02 Civ. 5108	02 Civ. 9516	:
02 Civ. 3750	02 Civ. 5224	02 Civ. 9519	:
02 Civ. 3771	02 Civ. 5285	02 Civ. 9521	:
02 Civ. 4719	02 Civ. 8226	03 Civ. 2841	:
02 Civ. 4945	02 Civ. 8227	03 Civ. 3592	:
02 Civ. 4946	02 Civ. 8228	03 Civ. 6229	:
02 Civ. 4958	02 Civ. 8229		:

**JUDGMENT APPROVING SETTLEMENT AND DISMISSING ACTION
AGAINST JAMES C. ALLEN, JUDITH AREEN, CARL J. AYCOCK,
MAX E. BOBBITT, CLIFFORD L. ALEXANDER, JR., FRANCESCO GALESÌ, STILES
A. KELLETT, JR., GORDON S. MACKLIN, JOHN A. PORTER, THE ESTATE OF
JOHN W. SIDGMORE, AND LAWRENCE C. TUCKER**

DENISE COTE, District Judge

On this ___ day of _____, 2005, a hearing having been held before this Court to determine (1) whether the terms and conditions of the Stipulation and Agreement of Settlement between Lead Plaintiff and the Named Plaintiffs on behalf of themselves and the Class, and James C. Allen, Judith Areen, Carl J. Aycock, Max E. Bobbitt, Clifford L. Alexander, Jr., Francesco Galesi, Stiles A. Kellett, Jr., Gordon S. Macklin, John A. Porter, The Estate of John W. Sidgmore, and Lawrence C. Tucker (collectively, the “Settling Director Defendants”), dated March 18, 2005 (the “Stipulation”) are fair, reasonable and adequate for the settlement of all claims asserted by the Class Members against the Settling Director Defendants; (2) whether

judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the Settling Director Defendants; (3) whether the Released Claims, as defined below, should be released in favor of the Settling Director Defendants and the other Released Parties, as defined below, as against all Class Members who have not requested exclusion from the Class; and (4) whether the Released Insurance Claims should be released in favor of the Insurers, as against the Settling Director Defendants and all Barred Persons;

And it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all persons and entities reasonably identifiable, who purchased or otherwise acquired publicly traded securities of WorldCom, Inc. (“WorldCom”) during the Class Period, except those persons and entities excluded from the definition of the Class, as shown by the records of WorldCom and as further identified through the mailing of the Notice of Class Action and the Summary Notice of Class Action, and the Notice of Proposed Settlement with the Citigroup Defendants and Summary Notice of Proposed Settlement with the Citigroup Defendants, pursuant to earlier orders of the Court, at the respective addresses set forth in such records;

And it appearing that a summary notice of the hearing substantially in the form approved by the Court was published in the national editions of The Wall Street Journal, The New York Times and over the PR Newswire, as well as the Bloomberg News wire, pursuant to the specifications of the Court;

And the Court, having considered all matters submitted to it at the hearing, along with all prior submissions by the parties to the Settlement and others, and otherwise having determined the fairness and reasonableness of the proposed Settlement;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein have the same meanings as set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of this Litigation and over all members of the Class.

3. The Settlement is approved as fair, reasonable and adequate, and in the best interests of the Class, including members of the May 2000 and May 2001 Subclasses. The parties to the Settlement are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

4. The Court reaffirms that all elements for maintenance of this Litigation as a class action have been met. Specifically, the Class satisfies the numerosity requirement of Rule 23(a)(1); there are common issues of fact and law sufficient to satisfy Rule 23(a)(2); the claims of the Plaintiffs are typical of the claims of absent members of the Class, satisfying Rule 23(a)(3); the Plaintiffs and Plaintiffs' counsel are adequate representatives of the Class, satisfying Rule 23(a)(4); common issues predominate over individual issues, satisfying Rule 23(b)(3)(i); and class action treatment of this Action is a superior method of proceeding in this matter, satisfying Rule 23(b)(3)(ii). A more detailed explanation of the bases for these conclusions, which remain the conclusions of the Court, is contained in the Opinion and Order of October 24, 2003. *See In re WorldCom, Inc. Securities Litigation*, 219 F.R.D. 267 (S.D.N.Y. Oct. 24, 2003).

5. The Class consists of all purchasers or acquirers of publicly traded securities of WorldCom during the period from April 29, 1999 through and including June 25, 2002 (the "Class Period"), and who were injured thereby. The Class includes persons or entities who acquired shares of WorldCom common stock by any method, including but not limited to in the

secondary market, in exchange for shares of acquired companies pursuant to a registration statement, or through the exercise of options including options acquired pursuant to employee stock plans, and persons or entities who acquired debt securities of WorldCom in the secondary market or pursuant to a registration statement, and who were injured thereby.

6. Excluded from the Class are: (i) defendants in the Litigation; (ii) members of the family of each individual defendant; (iii) any entity in which any defendant in the Litigation has a controlling interest; (iv) officers and directors of WorldCom and its subsidiaries and affiliates; and (v) the legal representatives, heirs, successors or assigns of any such excluded party. Also excluded from the Class are all persons and entities who timely filed a valid request for exclusion from the Class. The exclusion of “any entity in which any defendant in the Litigation has a controlling interest” means that any such entity is excluded from the Class to the extent that the entity itself had a proprietary (i.e., for its own account) interest in WorldCom common stock or debt securities. In the event that any such entity beneficially owned WorldCom common stock or debt securities in a fiduciary capacity or otherwise held WorldCom common stock or debt securities on behalf of third party clients or any employee benefit plans that otherwise fall within the class, such third party clients and employee benefit plans shall not be excluded from the Class, irrespective of the identity of the entity or person in whose name the WorldCom common stock or debt securities were beneficially owned or otherwise held. For example, WorldCom common stock or debt securities shall not be excluded from the Class to the extent held (i) in a registered or unregistered investment company (including a unit investment trust) for which an entity in which any defendant in the Litigation has a controlling interest serves as investment manager, investment adviser or depositor; or (ii) (a) in a life insurance company separate account, or (b) in a segment or subaccount of a life insurance company's general account to the

extent associated with insurance contracts under which the insurer's obligation is determined by the investment return and/or market value of the assets held in such segment or subaccount. A defendant shall be deemed to have a "controlling interest" in an entity if such defendant has a beneficial ownership interest, directly or indirectly, in more than 50% of the total outstanding voting power of any class or classes of capital stock that entitle the holders thereof to vote in the election of members of the Board of Directors of such entity. "Beneficial ownership" shall have the meaning ascribed to such term under Rule 13d-3 of the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

7. The Complaint and the Action are hereby dismissed without costs and on the merits and with prejudice in full and final discharge of any and all claims or obligations which were or could have been asserted in the Litigation, as against the Settling Director Defendants. The Court finds the Complaint was filed on a good faith basis in accordance with the Private Securities Litigation Reform Act and Rule 11 of the Federal Rules of Civil Procedure based upon all publicly available information.

8. "Released Claims" means:

(a) with respect to the Settling Director Releasees, defined below, the release by Lead Plaintiff, the Named Plaintiffs and all Class Members (the "Releasers") of all claims and causes of action of every nature and description, known and unknown, whether arising under federal, state, common or foreign law, whether brought directly or derivatively, based upon, arising out of, or relating in any way to investments (including, but not limited to, purchases, sales, exercises, and decisions to hold) in securities issued by WorldCom, including without limitation all claims arising out of or relating to any disclosures, public filings, registration statements or other statements by WorldCom, as well as all claims asserted by or that could have

been asserted by Plaintiffs or any member of the Class in the Action against the Settling Director Releasees. Provided, however, that the “Released Claims” described in this paragraph do not operate to preclude any Class Member or Authorized Claimant from making any claim with respect to any funds made available as a result of the WorldCom bankruptcy, WorldCom’s settlement with the Securities and Exchange Commission, or any other regulatory agency fund.

(b) with respect to Lead Plaintiff, the Named Plaintiffs and all other members of the Class, the release by the Settling Director Defendants of the Plaintiff Releasees, defined below, from any claims relating to the institution or prosecution of this Litigation.

9. “Released Parties” means

(a) with respect to the Settling Director Defendants, the Settling Director Releasees.

(b) with respect to Plaintiffs, the Plaintiff Releasees.

10. Plaintiffs and all members of the Class are hereby permanently barred and enjoined from instituting or prosecuting in this Litigation or any other action or proceeding any Released Claims or from pursuing outside of this Litigation any claim that arises from or relates to the facts alleged in the Complaint in this Litigation (as provided in the Notice of Class Action dated December 11, 2003 by Order of Denise Cote, United States District Judge). Members of the Class, the successors and assigns of any of them, and anyone claiming through or on behalf of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any Released Claims against any of the Released Parties.

11. The Released Claims against each and all of the Released Parties shall be released and dismissed with prejudice and on the merits, without costs to any party, upon entry of the

Judgment. The releases described in this paragraph do not operate to preclude any Class Member or Authorized Claimant from making any claim with respect to any funds made available as a result of the WorldCom bankruptcy, WorldCom's settlement with the Securities and Exchange Commission, or any other regulatory agency fund. Moreover, nothing in this paragraph is intended to release any claims asserted by the Class against any Non-Settling Entity/Individual.

12. The Released Parties are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any claim arising out of the matters giving rise to this Litigation against any of Lead Plaintiff, Class Members or their attorneys.

13. The Released Parties' claims arising out of the matters giving rise to this Action, if any, against any of Lead Plaintiff, Class Members or their attorneys, are hereby compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Judgment.

14. Neither the Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

a. Offered in evidence as proof of liability or a presumption, concession or an admission by any of the Released Parties of the truth of any fact alleged or the validity of any claim that has been, could have been or in the future might be asserted in the Complaint, or otherwise against the Released Parties, or of any purported liability, fault, wrongdoing or otherwise of the Released Parties; or

b. Offered or received in evidence as proof of a presumption, concession or an admission of any purported liability, wrongdoing, fault, misrepresentation or omission in any statement, document, report or financial statement heretofore or hereafter issued, filed, approved or made by any of the Released Parties or otherwise referred to for any other reason, other than for the purpose of and in such proceeding as may be necessary for construing, terminating or enforcing the Stipulation; or

c. Construed as a concession or an admission that Lead Plaintiff or the Class Members have suffered any damage; or

d. Construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or the Class Members, or any of them, that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the Settlement Fund.

15. The other defendants in the Litigation (whether such defendants have settled or not), Bernard Ebbers, Scott Sullivan, David Myers, Buford Yates, Bert C. Roberts, Jr., J. P. Morgan Chase & Co., J.P. Morgan Chase Securities, Inc., J.P. Morgan Securities, Ltd., Chase Securities, Inc., Arthur Andersen LLP, Blaylock & Partners, L.P., Lehman Brothers Inc., Deutsche Bank, Credit Suisse First Boston Corp., Goldman, Sachs & Co., UBS Warburg LLC, ABN/AMRO Inc., Utendahl Capital Partners, L.P., Tokyo-Mitsubishi International plc, Westdeutsche Landesbank Girozentrale, BNP Paribas Securities Corp., Caboto Holding SIM S.p.A., Mizuho International plc, Banc of America Securities LLC and Fleet Securities, Inc. (each individually and with any affiliate through which May 2000 or May 2001 notes were distributed) and any other person or entity later named as a defendant in this Litigation are hereby permanently BARRED, ENJOINED and RESTRAINED from (i) commencing,

prosecuting, or asserting any claim for indemnity or contribution against the Settling Director Releasees (or any other claim against the Settling Director Releasees where the injury to the entity/individual is the entity's/individual's actual or threatened liability to the Plaintiffs), and (ii) commencing, prosecuting or asserting any claim against the Insurers arising out of or related to the claims or allegations asserted by Plaintiffs in the Complaint, whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the Complaint, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere. Provided, however, that the Bar Order stated in this paragraph shall not apply to claims that may be asserted by Non-Settling Entities/Individuals in cases of persons who timely opted out of the Class and did not revoke their request for exclusion. In addition, all Barred Persons, as defined in the Stipulation, are hereby permanently BARRED and ENJOINED from instituting or prosecuting any action or claims by any Barred Person against the Insurers arising out of or related to any of the Insurance Policies or the obligations of any Insurer under any of the Insurance Policies. The Non-Settling Entities/Individuals shall be entitled to a judgment credit in an amount that is the greater of the total Settlement Amount paid by the Settling Director Defendants and the Insurers, as allocated to claims for which contribution would be sought, or, for each such claim, the proportionate share of the Settling Director Defendants' fault as determined at trial. In addition, any Non-Settling Director Defendant who is covered under the Insurance Policies shall also be entitled to an insurance credit equal to the amount of coverage, if any, the Court determines (based on jury findings as and if required by law) would have been available to such Non-Settling Defendant under the Insurance Policies but for the operation of the bar order in the Judgment.

16. Subject to this Judgment becoming final, the Settling Director Releasees are hereby permanently BARRED, ENJOINED and RESTRAINED from commencing, prosecuting, or asserting any claim for indemnity or contribution against the other defendants in the Litigation (or any other claim against the other defendants where the injury to the Settling Director Defendant is the Settling Director Defendant's actual or threatened liability to the Plaintiffs) whether arising under state, federal or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the Litigation, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere. Provided, however, that nothing in this paragraph shall apply to claims that may be asserted by the Settling Director Releasees in cases of persons who timely opted out of the Class and did not revoke their request for exclusion.

17. The Releases of claims set forth herein does not release any claims of Lead Plaintiff, the Named Plaintiffs or the Class against the Non-Settling Entities/Individuals.

18. Exclusive jurisdiction is hereby retained over the parties and the Class Members for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Judgment.

19. The finality of this Judgment shall not be affected, in any manner, by rulings that the Court may make on Lead Plaintiff's Plan of Allocation; any Supplemental Plan of Allocation; and/or Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses. However, the Settling Director Defendants and the Insurers shall have no obligation to make any payment into the Escrow Account except as specifically provided in paragraphs 10 and 35 of the Stipulation, and there shall be no distribution of any of the Settlement Amount to any Class Member until a plan of allocation is finally approved and is

affirmed on appeal and/or is no longer subject to review by appeal or certiorari, and the time for any petition for rehearing, appeal, or review, by certiorari or otherwise, has expired.

20. The Court hereby finds that the notice described herein provided the best notice practicable under the circumstances. Said notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and the Plan of Allocation, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process. Due and adequate notice of the proceedings has been given to the Class Members and a full opportunity has been offered to the Class Members to object to the proposed Settlement and to participate in the hearing thereon. Due and adequate notice of the Litigation was also given to members of the Class pursuant to the Orders dated December 11, 2003, and July 16, 2004, which provided, *inter alia*, for the Notice of Class Action and Notice of Proposed Settlement with the Citigroup Defendants to be mailed to all members of the Class who could reasonably be identified, and the Court finds that such Notices offered to members of the Class the opportunity to request to be excluded from the Class, if done so timely and properly. Due and adequate notice of the proposed Settlement was also provided, *inter alia*, in the Notices issued in accordance with the Hearing Order issued on _____, 2005. Thus, it is hereby determined that all members of the Class who did not elect to exclude themselves by written communication postmarked or delivered on or before September 1, 2004, as required in the Notice of Class Action and extended by the Hearing Order of July 16, 2004, or who revoked their exclusion request, are bound by this Judgment.

21. In the event this Judgment does not become final, it shall be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in

connection herewith shall be null and void, and the Settlement Amount or any portion thereof or interest thereon, if previously paid by the Settling Director Defendants or the Insurers, shall be returned in full to the Settling Director Defendants or the Insurers, except as provided in the Stipulation.

22. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

23. In the event that the Effective Date does not occur, this Order shall be rendered null and void and shall be vacated *nunc pro tunc*, and the provisions of paragraph 33 of the Stipulation shall apply.

SO ORDERED:

Dated: New York, New York
_____, 2005

DENISE COTE
United States District Judge