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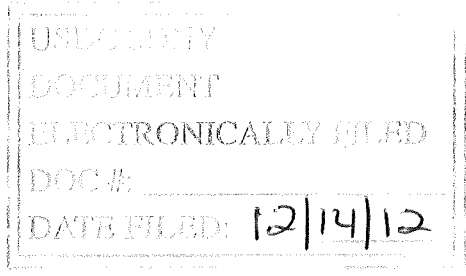
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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 WITH ARTHUR ANDERSEN LLP
OF CONTINGENT PAYMENT CLAIM**

DENISE COTE, District Judge

On the 14th day of December, 2012, a hearing having been held before this Court to determine (1) whether the terms and conditions of the Agreement Between Lead Plaintiff and Arthur Andersen LLP Concerning Contingent Payment Claim, dated September 27, 2012 (the "Agreement") are fair, reasonable and adequate for the settlement of all claims against Andersen with respect to paragraph 1.gg. of the Stipulation of Settlement between Lead Plaintiff and Andersen dated April 22, 2005 (the "WorldCom Stipulation of Settlement"); and (2) whether judgment should be entered and the WorldCom Settled Claim, as defined below, should be released in favor of Andersen and the other Settling Defendant Releasees, as defined below, as against all WorldCom Class Members who were not excluded from the WorldCom Class;

And it appearing that the Notice of the hearing substantially in the form approved by the Court was published on the case website maintained by Lead Counsel as well as Lead Counsel's firm websites and the Summary Notice was mailed in accordance with the provisions of the Order of this Court preliminarily approving the Settlement and providing for notice dated October 2, 2012 and was published over the *PR Newswire*, 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, reasonableness and adequacy of the Settlement;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

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

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

3. The Settlement is approved as fair, reasonable and adequate, and in the best interests of the Class. The parties to the Settlement are directed to consummate the Settlement in accordance with the terms and provisions of the Agreement.

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 Litigation 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 (iv) 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. "WorldCom Settled Claim" means the claim of Lead Plaintiff and the WorldCom Class set forth in paragraph 1.gg. of the WorldCom Stipulation of Settlement.

8. "Settling Defendant Releasees" means (i) Arthur Andersen LLP; (ii) AWSC Societe Cooperative, en liquidation; (iii) the respective past and present subsidiaries, parents, successors and predecessors, member firms, affiliates, related entities, and divisions of the

entities described in (i) and (ii) hereinabove; (iv) the respective past and present shareholders, members, partners, principals, participating principals, national directors, managing or other agents, management personnel, advisors, officers, directors, administrators, attorneys, consultants, accountants, servants, employees, and representatives of any other kind (and any officers, directors, members or shareholders of any of the foregoing which are not natural persons) of the entities described in (i), (ii), and (iii) hereinabove, in their capacities as such; (v) all heirs, spouses, estates, executors, administrators, successors, and assigns of the entities described in (iv) hereinabove, in their capacities as such; and (vi) insurers and reinsurers of those identified in (i), (ii) and (iii) hereinabove, in their capacities as insurers or reinsurers of those identified in such paragraphs with respect to claims relating to this case.

9. As of the Effective Date, Lead Plaintiff, all WorldCom Class Members and their respective heirs, executors, administrators, successors and assigns, and any persons they represent, release, and by operation of this Judgment shall have released, the WorldCom Settled Claim against the Settling Defendant Releasees.

10. As of the Effective Date, Lead Plaintiff, all WorldCom Class Members and their respective heirs, executors, administrators, successors and assigns, and any persons they represent, will be forever barred and enjoined from commencing, instituting or prosecuting any action against the Settling Defendant Releasees with respect to, based on, or arising from the WorldCom Settled Claim.

11. Neither the Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement: (i) is or may be deemed to be or may be used or offered as an admission or evidence of the validity of any released WorldCom Settled Claim or of any wrongdoing or liability of any Settling Defendant

Releasee; or (ii) is or may be deemed to be or may be used or offered as an admission or evidence of any fault or omission of any Settling Defendant Releasee in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal, other than as may be necessary to consummate or enforce the Agreement, the Settlement or this Judgment.

12. Neither the Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement: (i) is or may be deemed to be or may be used or offered as an admission or evidence against Lead Plaintiff or any WorldCom Class Members that any of their claims are without merit or that the Contingent Payment Claim recoverable under paragraph 1.gg. of the WorldCom Stipulation of Settlement would not have exceeded the WorldCom Settlement Amount; or (ii) is or may be deemed to be or may be used or offered as an admission or evidence of any fault or omission of Lead Plaintiff or any WorldCom Class Members in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal, other than as may be necessary to consummate or enforce the Agreement, the Settlement or this Judgment.

13. Exclusive jurisdiction is hereby retained over the parties and the WorldCom Class Members for all matters relating to this Litigation, including the administration, interpretation, effectuation or enforcement of the Agreement and this Judgment. Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the WorldCom Settlement Amount; (c) any motion by Lead Counsel for an award of attorneys' fees and reimbursement of expenses that will be paid from the WorldCom Settlement Amount; and (d) the Class Members for all matters relating to the Litigation.

14. A separate order shall be entered regarding Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses. Such order shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

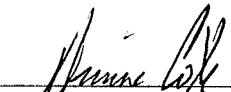
15. Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate this Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of WorldCom Class Members in connection with the Settlement. Without further order of the Court, Lead Plaintiff and Andersen may agree to reasonable extensions of time to carry out any provisions of the Settlement.

16. If the Effective Date does not occur, the Settlement is terminated as provided in the Agreement, or the WorldCom Settlement Amount is not deposited by Andersen or is subsequently required to be returned, then this Judgment (and any orders of the Court relating to the Settlement) shall be vacated, rendered null and void and be of no further force or effect, except as otherwise provided by the Agreement.

17. There is no just reason to delay entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED:

Dated: New York, New York
December 14, 2012



DENISE COTE
United States District Judge

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