

EXHIBIT F

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____	x
	:
IN RE EATON VANCE CORPORATION	: No. 01 CV 10911 EFH
SECURITIES LITIGATION	:
_____	x

E.F.H
**[PROPOSED] ORDER GRANTING LEAD COUNSEL'S MOTION
FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

WHEREAS:

A. Lead Counsel, on behalf of all Plaintiffs' Counsel and Lead Plaintiffs Donald Chesner, Elizabeth Chesner, the Sophie B. Bialeck Trust, and the Estate of Woodson W. Bassett, Jr., have filed their Motion for an Award of Attorneys' Fees and Reimbursement of Expenses.

B. This Court entered an Order Preliminarily Approving Settlement and Providing for Notice to the Class dated January 9, 2006 (the "Preliminary Approval Order"), preliminarily approving the proposed Settlement, directing individual and publication notice to potential Class Members, scheduling a hearing for April 26, 2006 (the "Fairness Hearing"), and providing Class Members with an opportunity to object to, *inter alia*, Lead Counsel's Request for Attorneys' Fees and Reimbursement of Expenses and to be heard concerning such objections;

C. Notice has been provided to the members of the Class in accordance with the Preliminary Approval Order, as evidenced by the Affidavit of Thomas R. Glenn of Complete Claim Solutions, Inc.;

D. The Notice disseminated to Class Members in accordance with the Preliminary Approval Order contained the maximum amounts Lead Counsel would seek for attorneys' fees and reimbursement of expenses, respectively;

E. Pursuant to the Preliminary Approval Order and as set forth in the Notice, any objections to Lead Counsel's Request for Attorneys' Fees and Reimbursement of Expenses were to be filed and served by April 12, 2006; and

F. No objections to Lead Counsel's Request for Attorneys' Fees and Expenses have been received within the time frame set by the Court or to date.

G. The Court held the Fairness Hearing on April 26, 2006 and has determined that the proposed Settlement of the Action on the terms and conditions provided in the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court, and entered the Final Judgment as provided for in the Settlement Agreement; and

WHEREAS, 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 Lead Counsel's Motion for Attorneys' Fees and Reimbursement of Expenses;

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

2. This Court has jurisdiction over the subject matter of Lead Counsel's Motion for Attorneys' Fees and Reimbursement of Expenses and all matters relating thereto, including all members of the Class.

3. Due and adequate notice of the maximum amounts of Lead Counsel's Request for Attorneys' Fees and Reimbursement of Expenses, respectively, was directed to all persons who were reasonably identifiable Class members advising them of their right to object thereto.

4. The award for attorneys' fees set forth below is reasonable as measured by applicable factors set forth in Coutin v. Young & Rubicam Puerto Rico, Inc., 124 F.3d 331, 337 n.3 (1st Cir. 1997) (citing Johnson v. Georgia Highway Express, Inc., 488 F.2d 714-717-19 (5th Cir. 1974)).

5. The award of attorneys' fees set forth below represents a reasonable percentage of the proceeds of the Settlement given the facts and proceedings in this case.

6. Accordingly, Lead Counsel, on behalf of all Plaintiffs' Counsel, are awarded attorneys' fees of \$3,150,000.00, representing thirty percent (30%) of the Settlement Fund of \$10.5 million, plus interest at the same rate as earned by the Settlement Fund, which shall be paid out of the Settlement Fund.

7. Lead Counsel, on behalf of all Plaintiffs' Counsel, are awarded reimbursement of expenses in the aggregate amount of \$707,270.10, which shall be paid out each Settlement Fund. These expenses are fair, reasonable and were necessarily incurred in connection with the prosecution of this litigation. Lead Plaintiffs Donald Chesner and Elizabeth Chesner are awarded the sum of \$26,485.00; Richard K. Bialeck, Trustee for Lead Plaintiff Sophie B. Bialeck Trust, is awarded the sum of \$611.02; and the Estate of Lead Plaintiff Woodson W. Bassett, Jr. is awarded the sum of \$6,000.00, as reasonable costs and expenses directly relating to their representation of the Class as provided in 15 U.S.C. § 77z-1(a)(4), such amounts to be paid out of the Settlement Fund.

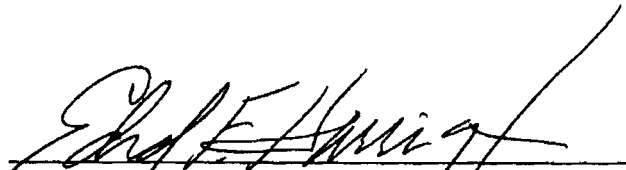
8. The attorneys' fees and expenses approved by the Court in paragraphs 6 and 7 hereof (the "Fee and Expense Award") shall be payable from the Settlement Fund to Lead Counsel, on behalf of all Plaintiffs' Counsel and the Lead Plaintiffs, immediately upon entry of this Order (subject to the repayment provisions of ¶ 8.2 of the Settlement Agreement), notwithstanding the existence of any potential appeal or collateral attack on this Order.

9. Lead Counsel shall thereafter allocate the Fee and Expense Award payable as follows: (a) the attorneys' fees approved in paragraph 6 hereof among all Plaintiffs' Counsel in a manner that, in Lead Counsel's good-faith judgment, reflects such counsel's contribution to the institution, prosecution, or resolution of the Action; and (b) the expenses approved in paragraph 7 hereof, among each Plaintiffs' Counsel and Lead Plaintiff as approved by the Court.

10. The Court hereby retains and reserves jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, and for any other necessary purpose, including, but not limited to, any distribution to Authorized Claimants under the terms and conditions of the Settlement Agreement and pursuant to further orders of this Court.

IT IS SO ORDERED.

Dated: April 26, 2006


HON. EDWARD F. HARRINGTON, JR.
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JEROME DECKLER, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

IONICS, INC., et al.,

Defendants.

) No. 03-CV-10393-WGY

) ~~PROPOSED~~ ORDER AWARDING
) ATTORNEYS' FEES AND
) REIMBURSEMENT OF EXPENSES

THIS MATTER having come before the Court on the application of Lead Plaintiff's counsel for an award of attorneys' fees and reimbursement of expenses incurred in the Litigation; the Court, having considered all papers filed and proceedings conducted herein, having found the settlement of this Litigation with the defendants to be fair, reasonable and adequate and otherwise being fully informed in the premises and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:


1. This Court has jurisdiction over the subject matter of this application and all matters relating thereto, including all Members of the Class who have not timely and validly requested exclusion.

2. The Court hereby awards attorneys' fees of thirty percent (30%) of the settlement proceeds of \$3,000,000 and reimbursement of expenses in an aggregate amount of \$91,544.94. Said fees and expenses shall be allocated among plaintiff's counsel by Plaintiff's Settlement Counsel in a manner which, in their good-faith judgment, reflects each counsel's contribution to the institution, prosecution and resolution of the Litigation. The Court finds that the amount of fees

awarded is fair and reasonable under the "percentage-of-recovery" method. The awarded attorneys' fees and expenses shall be paid to Plaintiff's Settlement Counsel from the settlement proceeds, subject to the terms, conditions, and obligations of the Stipulation of Settlement dated as of December 8, 2004.

IT IS SO ORDERED.

DATED: 4-4-05



THE HONORABLE WILLIAM G. YOUNG
UNITED STATES DISTRICT JUDGE

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE SEGUE SOFTWARE, INC.
SECURITIES LITIGATION

C.A. 99-10891-RGS

ORDER AND FINAL JUDGMENT

On July 26, 2000, this Court dismissed with prejudice Plaintiffs' Consolidated Amended Class Action Complaint. Plaintiffs appealed to the United States Court of Appeals for the First Circuit. On December 22, 2000, the parties jointly moved to remand the case to this Court for the limited purpose of approving settlement. The Court of Appeals granted that motion on February 16, 2001.

On the 30th day of July, 2001, a hearing was held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement dated April 13, 2001 (the "Stipulation") are fair, reasonable, and adequate for the settlement of all claims asserted by the Class against the Defendants in the Complaint now pending in this Court under the above caption, including the release of the Defendants and the Released Parties, and should be approved; (2) whether final judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the Defendants and as against all persons or entities who are members of the Class herein who have not requested exclusion therefrom; (3) whether to approve the Plan of Allocation as a fair and reasonable method to allocate the Settlement proceeds among the members of the Class; and (4) whether and in what amount to award Plaintiffs' Counsel's fees and reimbursement of expenses.

The Court having considered all matters submitted to it at the hearing and otherwise; and it

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appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable, who purchased the common stock of Segue Software, Inc. ("Segue") during the period July 14, 1998 through April 9, 1999, inclusive (the "Class Period"), except those persons and entities excluded from the definition of the Class, as shown by the records of Segue's transfer agent, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the form approved by the Court was published on May 23, 2001, in the national edition of Investors Business Daily pursuant to the specifications of the Court; and that as of July 30, 2001, plaintiffs' counsel have received only one request for exclusion from the Class, which is annexed hereto as Exhibit A; and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and expenses requested; and all capitalized terms used herein having the meaning as set forth and defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of the Action, the Plaintiffs and all members of the Class, and the Defendants.
2. The Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that (a) the number of Class members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Representatives are typical of the claims of the Class they seek to represent; (d) the Class Representatives have and will fairly and adequately represent the interest of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this action as a class action on behalf of all persons who purchased the common stock of Segue during the Class Period. Excluded from the Class are Defendants, the officers and directors of Segue during the Class Period, members of their immediate families (spouses, parents, siblings and children), their legal representatives, heirs, successors, predecessors or assigns and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are the persons and/or entities who timely requested exclusion from the Class as listed on Exhibit A annexed hereto.

4. Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the Settlement and its terms and conditions met the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

5. The Stipulation and the Settlement provided for therein are approved as fair, reasonable and adequate, and the Class members and the parties are directed to consummate the Stipulation in accordance with its terms and provisions.

6. The Complaint, which the Court finds 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, is hereby dismissed with prejudice and without costs.

7. Plaintiffs and the other members of the Class and the heirs, executors, administrators, representatives successors, assigns, agents, affiliates and partners of any of them and any person they

represent, are hereby permanently barred and enjoined from bringing instituting, commencing or prosecuting, either directly or in any other capacity, any claims, rights or causes of action or liabilities whatsoever, whether known or unknown, accrued or unaccrued, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, that have been or could have been asserted in any forum by the Class members or any of them or the heirs, executors, administrators, representatives, successors, assigns, agents, affiliates and partners of any of them, whether directly, indirectly, representatively or in any capacity, against any of the Released Parties (as defined below) which arise out of or relate in any way to the purchase of shares of Segue common stock during the Class Period or the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, referred to or that were or could have been asserted in the Action (the "Settled Claims") against any and all of the Defendants, their past or present subsidiaries, parents, successors and predecessors, officers, directors, shareholders, agents, employees, attorneys, advisors, investment advisors, underwriters, auditors, insurers, accountants family members and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors in interest, or assigns of any of the Defendants (the "Released Parties"). "Released Parties" does not include securities brokers, brokerage firms or investment advisors to any members of the Class. The Settled Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

8. The Defendants and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in

any other capacity, any Settled Defendants' Claims (as defined in the Stipulation) against any of the Plaintiffs, Class members or their attorneys. The Settled Defendants' Claims are hereby compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

9. Neither this Judgment, 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 or received against the Defendants or against the Plaintiffs or the Class as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or by any of the Plaintiffs or the Class with respect to the truth of any allegation by Plaintiffs or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants;

(b) offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant, or against the Plaintiffs and the Class as evidence of any infirmity in the claims of Plaintiffs and the Class;

(c) offered or received against the Defendants or against the Plaintiffs or the Class as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to the Stipulation, in any other civil, criminal or administrative action or proceeding, other than such

proceedings as may be necessary to effectuate the provisions of the Stipulation; provided, however, that Defendants may refer to and rely upon the Stipulation to effectuate the liability protection granted them thereunder;

(d) construed against the Defendants or the Plaintiffs and the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession or presumption against Plaintiffs or the Class 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.

10. The Plan of Allocation is approved as fair and reasonable, and Plaintiffs' Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms and provisions.

11. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

12. Plaintiffs' Counsel are hereby awarded the sum of \$ 415,470 fees, which sum the Court finds to be fair and reasonable, and \$ 45,000 in reimbursement of expenses, which amounts shall be paid to Plaintiffs' Lead Counsel from the Settlement Fund with interest from the date such Settlement Fund was funded to the date of payment at the same net rate that the Settlement Fund earns. The award of attorneys' fees shall be allocated among Plaintiffs' Counsel in a fashion which, in the opinion of Plaintiffs' Lead Counsel, fairly compensates Plaintiffs' Counsel for their respective contributions in the prosecution of the Action.

13. 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 Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Class.

14. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

15. There is no just reason for delay in the entry of this Order and Final 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.

Signed this 31st day of July, 2001.


UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JOSEPH CHALVERUS, et al., individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

C.A. No. 97-12570-WGY

PEGASYSTEMS, INC., ALAN TREFLER, and
IRA VISHNER,

Defendants.

FINAL JUDGMENT

This matter having come before the Court for hearing on December 18, 2000, pursuant to this Court's Order dated September 20, 2000 on the application of the parties for approval of the settlement of this action (the "Settlement"), the terms and conditions of which are set forth in the Stipulation of Settlement dated September 19, 2000 (the "Stipulation"), and exhibits attached thereto; due and adequate Notice having been given to the Class as required in said Order; the Court having considered the Stipulation and all papers filed and proceedings had herein; and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation.
2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Class.

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3. The Court finds that this action may be maintained as a class action pursuant to Rule 23(b)(3), in that :

- a. The class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the class;
- c. The claims of the representative plaintiffs are typical of the claims of the class;
- d. The representative plaintiffs will fairly and adequately protect the interests of the class;
- e. The questions of law or fact common to the members of the class predominate over any questions affecting only individual members; and
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Class is defined as all persons or entities (other than those who timely and validly requested exclusion from the Class) or entities who purchased the common stock of Pegasystems, Inc. ("Pegasystems") during the period from July 30, 1997 through October 29, 1997, inclusive, and who were damaged thereby, except Defendants herein (the "Class"). Excluded from the Class are all persons listed on Exhibit 1 hereto who have submitted timely requests for exclusion from the Class.

5. Pursuant to Fed. R. Civ. P. 23 and §3(a)(10) of the Securities Act of 1933, this Court hereby approves the Settlement embodied in the Stipulation and finds that the Settlement is fair, reasonable and adequate and in the best interests of the Class.

6. This action is hereby dismissed in its entirety as against all Defendants as to all Plaintiffs and Class members with prejudice and without costs to any party as against any other party, except as provided in the Stipulation.

7. Each member of the Class shall be deemed conclusively to have released the Settled Claims against the Defendants and Released Parties, as provided in the Stipulation. Notwithstanding that any member of the Class may hereafter discover facts in addition to or different from those which the members of the Class now know or believe to be true with respect to the Action and Settled Claims, or to the subject matter of the release, each member of the Class shall be deemed, upon the Effective Date of the Settlement (as defined in the Stipulation), to fully, finally and forever settle and release any and all Settled Claims, as against the Defendants and Released Parties including all claims known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed, and without regard to the subsequent discovery or exercise of any such different or additional facts.

8. Each Defendant shall be deemed conclusively to have released any and all claims relating to and including the Settled Claims against the members of the Class, Lead Plaintiffs and Plaintiffs' Counsel, as provided in the Stipulation.

9. Each member of the Class shall be deemed conclusively to have released any and all claims relating to and including the Settled Claims against Lead Plaintiffs and Plaintiffs' Counsel, as provided in the Stipulation.

10. Each member of the Class is permanently barred and enjoined from prosecuting the Settled Claims against the Defendants and Released Parties, as provided in the Stipulation.

11. This Court hereby reserves jurisdiction, without affecting the finality of this Judgment, over:

- a. Implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned/accrued thereon;
- b. Disposition of the Settlement Fund;
- c. Hearing and determining Plaintiffs' applications for attorneys' fees, costs, and expenses (including fees and costs of experts and/or consultants) and interest thereon;
- d. Enforcing and administering the Stipulation, including any releases in connection therewith; and
- e. Other matters related or ancillary to the foregoing.

12. The Court hereby awards to Plaintiffs' Counsel \$ 1,732,500 in attorneys' fees, with interest at the same rate as earned on the Settlement Fund, and \$ 139,904 in expenses to be paid out of the Settlement Fund, as provided in the Stipulation and Notice approved by this Court. The award of attorneys' fees shall be allocated among Plaintiffs' Counsel by Wolf Popper LLP, Chair of Plaintiffs' Executive Committee, in a fashion which, in the opinion of Wolf Popper LLP, fairly compensates each of Plaintiffs' Counsel for their respective contributions in the prosecution of this Action.

13. Lead Plaintiff Joseph Chalverus, one of the Class Representatives, is reimbursed \$ 2493 for his reasonable costs and expenses (including lost wages) directly related to his representation of the Class.

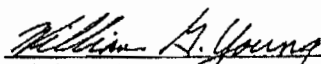
14. Lead Plaintiff Robert Harrer, one of the Class Representatives, is reimbursed \$ 1000 for his reasonable costs and expenses (including lost wages) directly related to his representation of the Class.

15. If the Effective Date does not occur, or if the Stipulation is terminated or canceled pursuant to its terms, then this Final Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered in connection therewith shall be vacated and rendered null and void.

16. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Stipulation.

17. The Court hereby directs that this Final Judgment be entered by the clerk forthwith pursuant to Federal Rule of Civil Procedure 54(b). The direction of the entry of Final Judgment pursuant to Rule 54(b) is appropriate and proper because this Final Judgment fully and finally adjudicates the claims of the plaintiffs and the Class against the Defendants in this Action, it allows consummation of the Settlement, and it will expedite the distribution of the Settlement proceeds to the Class members.

Dated: December 19, 2000



William G. Young
Chief Judge
United States District Court

EXHIBIT 1

No requests for exclusion.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE: VMARK SOFTWARE, INC.
SECURITIES LITIGATION

Civil Action No. 95-12249-EFH

THIS DOCUMENT RELATES TO:
ALL ACTIONS

ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on the 24 day of November, 1998, to determine, inter alia: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement, dated October 1, 1998 (the "Stipulation") are fair, reasonable and adequate for the settlement of all claims asserted by the Class against the Defendants in the complaint now pending in this Court in this Action, including the release of the Defendants and the Released Persons and should be approved; and (2) whether judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the Defendants and as against all persons or entities who are members of the certified Class herein who have not requested exclusion therefrom. The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable, who purchased common stock of VMark ("VMark") during the period from July 11, 1995 through October 10, 1995, inclusive, as shown by the records of VMark's transfer agent, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the

form approved by the Court was published in the national edition of the Wall Street

Journal pursuant to the specifications of the Court; and all capitalized terms used herein having the meanings as set forth and defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved as fair, reasonable and adequate, and in the best interests of the Class, and the Class Members and the Parties are directed to consummate the Stipulation in accordance with its terms and provisions.

2. The forms and methods used for notifying the Class of the pendency and proposed settlement of this action provided the best notice practicable under the circumstances and fully met the requirements of Rule 23 of the Federal Rules of Civil Procedure and of due process. Such notification constituted due and sufficient notice to all persons and entities entitled to notice of the pendency of the action as a class action and of the terms of the Settlement.

3. The Complaint is hereby dismissed with prejudice and without costs, except as provided in the Stipulation, as against each and every one of the Defendants, their past or present subsidiaries, parents, affiliates, successors, predecessors, and insurers, and each of their present or former officers, directors, shareholders, employees, attorneys, advisors, underwriters, investment bankers, and accountants, and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, agents, heirs, estates, successors in interest, or assigns of the Defendants.

4. Members of the Class (except as to members of the Class identified in Exhibit 1 annexed hereto, each of whom have validly and timely filed

requests for exclusion from the Class and who may bring individual claims only) and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any Settled Claims against any of the Released Persons. The Settled Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Persons on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment. This release of Settled Claims includes the release of Unknown Claims. As of the Effective Date all Class members shall conclusively be deemed to have acknowledged that the Settled Claims include Unknown Claims.

5. 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 or received against the Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants of the truth of any fact alleged by Plaintiff or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants;

(b) offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant, or against the Plaintiffs and the Class as evidence of any infirmity in the claims of Plaintiffs and the Class;

(c) offered or received against the Defendants as evidence of a presumption, concession or admission of any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Stipulation, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, Defendants may refer to it to effectuate the liability protection granted them hereunder; or

(d) construed against the Defendants or the Plaintiffs and the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial.

6. Without affecting the finality of this Order and Final Judgment in any way, exclusive jurisdiction is hereby retained over the Parties and the Class Members for all matters relating to this litigation, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order and Final Judgment, including without limitation, the injunction set forth in paragraph 4 above and to implement the distribution of the Net Settlement Fund to the Class. The procedures to distribute the Net Settlement Fund and the Plan of Allocation are hereby approved. Any appeal of the approval or lack of approval of any plan of allocation, fees, costs or incentive award, shall not prevent this Settlement from becoming effective.

7. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

8. This Court hereby awards attorneys' fees of 33 $\frac{1}{3}$ percent of the Settlement Fund. Any and all allocations of attorneys' fees among the attorneys

representing the Class shall be made by Plaintiffs' Counsel, who shall apportion the fees based upon their assessment, in their sole discretion, of the respective contributions to the litigation made by other counsel representing the Class.

9. This Court hereby awards counsel representing the Class reimbursement of expenses incurred, including expert fees, in the aggregate amount of \$ 108,825.14 to be paid from the Settlement Fund.

10. The award of attorneys' fees shall bear interest at the rate actually earned on the Settlement Fund.

11. This Court hereby awards an incentive payment of \$ 1500.00 to the Class Representative as an award for undertaking representation of the Plaintiff Class, and assistance provided to Plaintiffs' Counsel in the course of the litigation, to be paid from the Settlement Fund.

12. The provisions of this Order constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Final Judgment to be entered with respect to all matters ordered, judged and decreed.

Dated: Nov. 24, 1998


EDWARD F. HARRINGTON
UNITED STATES DISTRICT JUDGE

VMark/Settle/FinOrd

Settlement

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

*
IN RE: ZOLL MEDICAL CORP *
SECURITIES LITIGATION * CIVIL ACTION NO. 94-11579-NG
*
*

ORDER OF FINAL APPROVAL AND
FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter having come before the Court for approval of a settlement of this action, and the Court, having considered all papers filed in connection therewith, and good cause appearing therefore, it is this 5 day of Oct., 1998,

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Stipulation of Compromise and Settlement, dated June 10 ~~May~~, 1998 (the "Stipulation"). The term "Class" shall mean and consist of: All persons and entities who purchased the common stock of Zoll Medical Corp. during the period beginning on October 21, 1993 through and including July 19, 1994. Excluded from the class are the Defendants, members of Zoll's Board of Directors, their immediate families, and any subsidiary, affiliate, or controlling or controlled person of any such persons or entities.

2. This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all members of the Class, and hereby determines that due and proper notice of the proposed settlement of this action has been given to the members of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and due process.

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3. Based upon the evidence submitted by Class Counsel, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlement and Hearing Thereon, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court constitutes the best notice practicable, and due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the settlement of the Class Action set forth in the Stipulation, and finds the settlement embodied therein (the "Settlement") is, in all respects, fair, reasonable, and adequate to and in the best interests of the Class Representative Plaintiffs and the other members of the Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, and the reasonableness of the consideration to be given in the proposed Settlement considering the range of possible recovery and the attendant risks of litigation, and the Court further directs the parties thereto to consummate the terms and provisions of the Stipulation.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Class pursuant to the Notice previously disseminated in this litigation (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses on the merits and without costs to any party the Consolidated Amended Class Action Complaint herein, as it pertains to any and all claims of whatever kind made or that could have been made in the Class Action, including, without limitation the Class Claims, as against the following defendants (the "Defendants"): Zoll Medical Corp., Rolf S. Stutz and Duane M. DeSisto. This Court specifically finds that all Class Members, except those identified in Exhibit A, are bound by the Settlement.

6. As used herein, the term "Class Claims" shall mean any and all claims of or by the Plaintiff Class (a) that were asserted, or that could have been asserted, against Defendants in the civil action entitled In re: Zoll Medical Corp. Securities Litigation, U.S.D.C., D. Mass. C.A. No. 94-11579-NG (the "Action") or in any other action or proceeding or otherwise by the Class (as defined above), or any member or representative of the Class, (b) for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs or expenses, including, without limitation, any and all claim(s), and (c) arising from or relating to the purchase or sale of Zoll common stock during the Class Period.

7. Upon the Effective Date of the Settlement, as defined in the Stipulation, the Class Representatives and all Class Members who have not properly excluded themselves from the Class, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacities, their capacities as purchasers, holders or sellers of Class Securities, and any and all corporate, representative or other capacities, for good and sufficient consideration, shall be barred and enjoined from bringing, and shall conclusively be deemed to have released and forever discharged as by an instrument under seal, with respect to the Class Claims, each and every one of the Defendants, their respective past, present and future partners, limited partners, principals, shareholders, officers, directors, joint venturers, investors, underwriters, auditors (including, without limitation, Ernst & Young, LLP), insurers, employees, agents, attorneys and representatives, and their respective heirs, executors, administrators, predecessors, successors, parents, subsidiaries, divisions, affiliates or assigns.

8. ~~Those persons identified in Exhibit A hereto shall be excluded from the Class and from any benefits under the Settlement and (a) said persons may not pursue any remedies on behalf of those who are bound by the final judgment herein against the Defendants in the Class Action or in connection with or relating in any way to the Class Claims compromised in the Settlement and (b) they shall not commence, maintain, or participate in any class or representative action relating in any way to the Class Claims compromised in the Settlement.~~ ✓

9. The Stipulation, this Order and Final Judgment, and the fact of settlement shall not in any way be construed as an admission or be deemed to be evidence of any liability or wrongdoing of any Defendant, nor is the Order and Final Judgment a finding of the validity or invalidity of any claims in the litigation or of any claims in the Class Action or of any wrongdoing by any of the Defendants named therein. Neither the Stipulation, the fact of settlement or the settlement proceedings, the settlement negotiations, the Order and Final Judgment, nor any related document shall be offered or received in evidence as an admission, concession, presumption or inference against any party in any proceeding other than such proceedings as may be necessary to consummate or enforce the Stipulation and the Settlement.

10. This Court hereby awards Class Counsel attorneys' fees of \$500,000. Any and all allocations of attorneys' fees among the attorneys representing Class Plaintiffs shall be made by Liaison Counsel for the Class, who shall apportion the fees based upon their assessment, in their sole discretion, of the respective contributions to the litigation made by counsel.

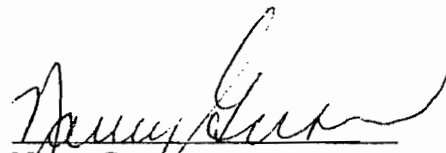
11. This Court hereby awards Class Counsel reimbursement of expenses incurred, including expert fees, excluding costs of notice and administration, in the aggregate amount of \$246,696.65 to be paid from the Settlement Funds. This Court hereby awards Plaintiffs

Mallozzi and Vita compensation in the amount of 2100 and 1900, respectively, for their time devoted to this litigation, to be paid from the settlement funds.

12. The award of attorneys' fees and expenses shall include interest at the rate actually earned on the Zoll Medical Class Action Settlement Fund.

13. Without affecting the finality of this judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Settlement Funds in accordance with the Settlement and the Court's further order. The provisions of this Order constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Final Judgment to be entered with respect to all matters ordered, judged and decreed.

Dated this 5 day of October, 1998 at Boston, Massachusetts.


Nancy Gerthner
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

BRUCE FRIEDBERG, ANTON PAPARELLA,)
SANDRA ESNER, GEOFFREY L.)
SHERWOOD and JERRY KRIM on behalf)
of themselves and all others)
similarly situated,)

Plaintiff,)

v.)

Civil Action No.
96-11232-EFH

DISCREET LOGIC INC., RICHARD J.)
SZALWINSKI, DAVID N. MACRAE,)
GARY G. TREGASKIS, DOUGLAS R.)
JOHNSON, THOMAS CANTWELL, DAVID)
FOSTER, TERENCE HIGGINS,)
9002-1585 QUEBEC INC., NEARCO)
TRUSTEE CO. (JERSEY) LTD. RE:)
GARY TREGASKIS SETTLEMENT,)
ROBERTSON, STEPHENS & CO., VOLPE,)
WELTY & CO., PIPER JAFFRAY INC.,)
JOHN T. ROSSI, CHARLES H. FINNIE,)
and HANY M. NADA,)

Defendants.)

**ORDER OF FINAL APPROVAL, SETTLEMENT FAIRNESS,
FINAL JUDGMENT AND ORDER OF DISMISSAL**

This matter having come before the Court for approval of a settlement of the above-entitled action, as amended pursuant to this Court's October 2, 1997 Order of Preliminary Approval of Settlement and the filing of the Second Amended Class Action Complaint (the "Action"), and the Court, having considered all papers filed in connection therewith, and good cause appearing therefor, it is

this 25 day of November, 1997.

EXHIBIT B

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Stipulation Of Compromise And Settlement, dated 2, 1997 (the "Settlement" or "Stipulation"). The term "Class" shall mean and consist of: all persons and entities who purchased common stock of Discreet Logic Inc. ("Discreet") during the period September 13, 1995 through May 1, 1996, inclusive. This period shall be known hereinafter as the "Class Period." Excluded from the Class are Discreet, Richard J. Szalwinski, David N. MacRae, Gary G. Tregaskis, Douglas R. Johnson, Thomas Cantwell, David Foster, Terrence Higgins, 9002-1585 Quebec Inc., Nearco Trustee Co. (Jersey) Ltd. Re: Gary Tregaskis Settlement, Robertson, Stephens & Co., Volpe, Welty & Co., Piper Jaffray Inc., John T. Rossi, Charles H. Finnie, Hany M. Nada (collectively the "Defendants"), Discreet's officers, directors and affiliates and each of their assignees, trustees and members of their immediate families. Also excluded from the Plaintiff Class are any persons who submit valid and timely requests for exclusion from the Plaintiff Class.

2. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including all members of the Class, and hereby determines that due and proper notice of the proposed Settlement has been given to the members of the Class pursuant to Rule 23 of the Federal Rules of Civil

EXHIBIT B

Procedure, section 21D of the Exchange Act, 15 U.S.C. §78u-4(a)(7), due process, and any other applicable law.

3. Based upon the evidence submitted by Lead Counsel, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlement and Hearing Thereon, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court, constituted the best notice practicable, and was due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the Settlement and finds the Settlement is, in all respects fair, reasonable, and adequate, and in the best interest of the Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, and the reasonableness of the consideration to be given in the proposed Settlement considering the range of possible recovery and the attendant risks of litigation, and the Court further directs the parties thereto to consummate the terms and provisions of the Settlement.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Class pursuant to the Notice previously disseminated in this Action (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses the Second Amended Complaint and all claims of any kind that were made, could have been made, or could in the

EXHIBIT B

future be made, in this Action, including the Class Claims, on the merits, with prejudice, and in full and final discharge of any and all Class Claims against the Defendants and the Released Parties, and without costs (except as provided in the Stipulation) to be binding on the Class Representatives and all Class Members. This Court specifically finds that all Class Members, except those identified in Exhibit A, are bound by the Settlement and this Order.

6. As used herein, the term "Class Claims" shall mean any and all claims, debts, demands, actions, causes of action, specialties, covenants, contracts, variances, damages, rights, suits, sums, accounts, reckonings, presentments, extents and any other liabilities whatsoever, both at law and in equity, whether known or unknown, accrued or unaccrued, liquidated or contingent, or matured or unmatured (including any "Unknown Claims" as defined in the Stipulation), of or by the Class, or any member or representative of the Class, whether class, derivative or individual in nature, that were asserted, could have been asserted, could in the future be asserted, or are related to claims that were, could have been, or could in the future be asserted, in the Action or in any other action or proceeding or otherwise (including, without limitation any claims for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability

whatsoever) arising from or relating to (a) the purchase, sale, distribution or other transfer of Discreet Securities during the Class Period, and (b) the facts, transactions, events, occurrences, disclosures, statements, acts or omissions or failures to act by Discreet or any other Defendant which were, could have been or could in the future be asserted in the Action or in any other action or proceeding or otherwise.

7. Upon the Effective Date, as defined in the Stipulation, the Class Representatives and all Class Members who have not properly excluded themselves from the Class, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacities, their capacities as purchasers, holders or sellers of Discreet common stock, and any and all corporate, representative or other capacities, for and in consideration of the Settlement and other good and sufficient consideration, shall be barred and enjoined from bringing, and shall conclusively be deemed to have released and forever discharged as by an instrument under seal, with respect to the Class Claims, Discreet; Richard J. Szalwinski; David N. MacRae; Gary G. Tregaskis; Douglas R. Johnson; Thomas Cantwell; David Foster; Terrence Higgins; 9002-1585 Quebec Inc.; Nearco Trustee Co. (Jersey) Ltd. Re: Gary Tregaskis Settlement; Robertson, Stephens & Co.; Volpe, Welty & Co.; Piper Jaffray Inc.; John T. Rossi; Charles H. Finnie; Hany M. Nada; Discreet's directors and

officers insurance carriers; each of their respective past, present or future officers, directors, employees, predecessors, successors, acquirors, parents, subsidiaries, divisions, affiliates, partners, joint venturers, investors, underwriters, auditors, accounting firms, attorneys, agents, insurers, reinsurers or other representatives; and their respective heirs, executors, administrators, predecessors, successors and/or assigns; and any of them (the "Released Parties"). The Class Representatives and all Class Members who have not properly excluded themselves from the Class shall further, as of the Effective Date, conclusively be deemed to have waived the rights afforded by California Civil Code Section 1542 and any similar statute or law, or principle of common law, of California or any other jurisdiction.

8. Those persons, if any, identified in Exhibit A hereto shall be excluded from the Class and from any benefits under the Settlement and (a) said persons may not pursue any claims or remedies on behalf of those who are bound by this Order of Final Approval, Settlement Fairness, Final Judgment and Order of Dismissal (the "Judgment"), against the Defendants or the other Released Parties, or in connection with or relating in any way to the Class Claims compromised in the Settlement and (b) they shall not commence, maintain, or participate in any class, derivative or representative action relating in any way to the Class Claims compromised in the Settlement, to the extent permitted by law.

EXHIBIT B

9. Neither the Settlement, nor this Judgment, nor the fact of settlement shall in any way be construed as an admission or be deemed to be evidence of any liability or wrongdoing of any Defendant or any other person or entity, nor is the Judgment a finding of the validity or invalidity of any claims or defenses in the Action, or of any wrongdoing by any of the Defendants named therein. Neither the Settlement, this Judgment, nor the fact of settlement shall be used or construed as an admission of any fault, liability or wrongdoing by any person or entity. Neither the Settlement, the fact of settlement or the settlement proceedings, the settlement negotiations, the Judgment, nor any related document shall be offered or received in evidence as an admission, concession, presumption or inference against any person or entity in any proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

10. The Court hereby approves the Plan of Allocation as fair, reasonable and equitable.

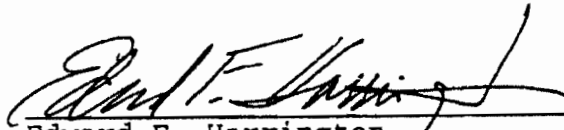
11. This Court hereby awards attorneys' fees in the amount of 30 % of the Settlement Fund, including interest at the same net rate (after payment of any taxes) earned by the Settlement Fund, to all counsel for the Class Representatives. The Court further awards expenses (including experts' fees and expenses) in the amount of \$285,702.45 to all counsel for the Class Representatives. The foregoing awards of fees and expenses shall be paid out of, and shall not be in addition to, the

EXHIBIT B

Settlement Fund at the time and in the manner provided in the Stipulation, and shall be turned over to Class Counsel as provided in the Stipulation. Any and all allocations of attorneys' fees and expenses among the counsel for all Class Representatives shall be made by Co-Lead Counsel for the Class, who shall apportion the fees and expenses based upon their assessment, in their sole discretion, of the respective contributions to the litigation made by each counsel.

12. Without affecting the finality of this Judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Settlement Fund in accordance with the Settlement and any further order. The provisions of this Judgment constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Judgment to be entered as a final judgment with respect to all matters ordered, judged and decreed.

Dated this 25 day of November, 1997, at Boston, Massachusetts.


Edward F. Harrington
United States District Judge

427nvd2523/13.401905-1



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

*Case
Settlement
Filed*

JOHN P. ABATO on Behalf of Himself and All Others Similarly Situated,)	
)	
Plaintiff,)	
)	
v.)	C.A. 94-11625-WGY
)	
MARCAM CORPORATION, Paul A. Mangillo, David Salms and Stephen I. Lifshatz,)	
)	
Defendants.)	

**ORDER OF FINAL APPROVAL AND
FINAL JUDGMENT AND ORDER OF DISMISSAL
CONCERNING MARCAM DEFENDANTS**

This matter having come before the Court for approval of a settlement of this action, and the Court, having considered all papers filed in connection therewith, and good cause appearing therefore, it is this 29th day of July, 1996, HEREBY

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all capitalized terms in this Order shall have the meanings ascribed to those terms in the Marcam Stipulation of Compromise and Settlement, dated May 20, 1996 (the "Marcam Stipulation"). The term "Plaintiff Class" shall mean and consist of:

All persons and entities who purchased Marcam Corporation common stock during the period from October 23, 1991 through October 7, 1993 inclusive (the "Class Period"). Excluded from the Plaintiff Class are Peat Marwick, Howard Reisman, Amalia Reisman, Galite Reisman, Kenneth Reisman, Talia Reisman, and Amgata Holdings Ltd. (collectively, the "Reismans"), Marcam, and any affiliate of these persons or entities, any present or former officers, directors, partners, principals, or employees of Peat Marwick, the Reismans, Marcam and affiliated entities, and the members of the immediate family of any such persons, and the legal representatives, heirs, successors-in-interest or assigns of any such excluded persons or entities. Also excluded from the Plaintiff Class are any persons who submit valid and timely requests for exclusion from the Plaintiff Class.

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2. This Court has jurisdiction over the subject matter of this action and over all parties to this action, including all members of the Plaintiff Class, and hereby determines that due and proper notice of the proposed settlement of this action has been given to the members of the Plaintiff Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and due process.

3. Based upon the evidence submitted by Class Counsel, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlements and Hearing on Settlements, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court constitutes the best notice practicable, and due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the settlement of the Class Action as set forth in the Marcam Stipulation, and finds the settlement embodied therein (the "Marcam Settlement") is, in all respects, fair, reasonable, and adequate to and in the best interests of the Plaintiff and the Plaintiff Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, the reasonableness of the consideration being given and the range of possible recoveries, and the Court further directs the parties to consummate the Marcam Settlement in accordance with the terms and provisions of the Marcam Stipulation.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Plaintiff Class pursuant to the Notice previously disseminated in this litigation (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses on the merits, with prejudice and without costs to any party, the Class Action against the Marcam Defendants, namely Marcam Corporation, Paul A. Margolis, David Cairns and Stephen J. Lifshatz. All Class Members, except those identified in Exhibit A, are bound by the Marcam Settlement.

6. As used herein, the term "Settled Claims" shall mean any and all claims, allegations, liabilities, demands, rights, actions and causes of action (collectively "claims") of whatever nature, character or description, whether class, direct, representative, derivative or

individual in nature, known or unknown, foreseen or unforeseen, concealed or hidden, accrued or unaccrued that were asserted, or that could have been asserted, or that are related to claims that were or could have been asserted in any action or proceeding in this or any other court or forum or in the Class Action or otherwise by the Plaintiff Class or by any member or representative of the Plaintiff Class, for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs or expenses, (i) arising from or relating in any way to the purchase or sale of Marcam common stock during the Class Period; or (ii) arising from or relating in any way to Marcam's financial statements, and the restatement thereof, for its fiscal years 1991 through 1993, including all quarters therein, and the first and second quarters of fiscal 1994, and the auditing thereof; *except that* the term shall not include any claims that Plaintiff and the Plaintiff Class have against their brokers or against Marcam's independent auditors, Peat Marwick; and *except that* the term shall not include any claims for violation of the Marcam Stipulation (including all exhibits) and the Marcam Settlement.

7. Upon the Effective Date of the Marcam Settlement, as defined in Paragraph 10 of the Marcam Stipulation, the Plaintiff and all members of the Plaintiff Class who have not properly excluded themselves, on behalf of themselves, their agents, heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacity, their capacity as purchasers, holders or sellers of Marcam securities, and any and all corporate, representative, or other capacities, for and in consideration of the Settlement and other good and sufficient consideration, shall be barred and forever enjoined from filing suit with respect to or prosecuting any and all Settled Claims against the Marcam Defendants, namely Marcam Corporation, Paul A. Margolis, David Cairns and Stephen J. Lifshatz, their respective past, present or future officers, directors, partners, limited partners, joint venturers, investors, underwriters, attorneys, agents, insurers, representatives and employees, and their respective heirs, executors, administrators, predecessors, successors, parents, subsidiaries, divisions, affiliates and assigns; *except that* nothing herein shall bar or enjoin the filing or prosecution of

any claims that Plaintiff and the Plaintiff Class have against their brokers or against Marcam's independent auditors, Peat Marwick; and *except that* nothing herein shall bar or enjoin the filing or prosecution of claims for violation of the Marcam Stipulation (including all exhibits) and the Marcam Settlement.

8. Those persons identified in Exhibit A hereto are excluded from the Plaintiff Class and (a) shall not be entitled to any benefits under the Marcam Settlement; (b) may hereafter pursue only their own remedies, if any, against the Marcam Defendants

9. Peat Marwick, as that term is defined in the Marcam Stipulation, and any other person or entity not Peat Marwick that Plaintiff or any member of the Plaintiff Class has sued or may sue (collectively, the "Barred Defendants") in connection with any and all claims that were asserted, or that could have been asserted, or that are related to claims that were or could have been asserted in any action or proceeding or in the Class Action or otherwise by the Plaintiff Class, or by any member or representative of the Plaintiff Class, for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs or expenses: (i) arising from or relating to the purchase or sale of Marcam common stock during the Class Period; or (ii) arising from or relating to Marcam's financial statements, and the restatement thereof, for its fiscal years 1991 through 1993 (including all quarters therein) and the first and second quarters of fiscal 1994, and the auditing thereof (collectively, "the Direct Claims"), are hereby barred, enjoined and precluded from asserting any claim, howsoever denominated, against the Marcam Defendants, or any of their predecessors, successors or assigns, or any of their past, present, or future partners, investors, underwriters, principals, directors, insurers, employees, agents, attorneys, or representatives of any of them, jointly or severally, seeking or in the nature of contribution, indemnification, or reimbursement for inter alia, any judgment, settlement, payment,

disbursement, cost, fee or expense of any type entered or incurred in connection with the prosecution, defense or settlement of the Class Action, Civil Action No. 94-11625-WGY, or any other claims made, or lawsuit filed by or on behalf of the Plaintiff or any member of the Plaintiff Class alleging any of the Direct Claims, provided however that claims, if any, other than claims asserted for or in the nature of contribution, indemnification or reimbursement for the Direct Claims shall not be barred, enjoined, or precluded as a result of this paragraph.

10. In the event that the Plaintiff or any member of the Plaintiff Class herein recovers a judgment against any Barred Defendant in any action or proceeding alleging any of the Direct Claims, then: (a) that judgment shall be set off and reduced by the comparative fault method, i.e., the judgment shall be set off and reduced by the percentage of the losses of Plaintiff or the Plaintiff Class, if any, for which the factfinder in that action or proceeding determines that the Marcam Defendants, or any of their predecessors, successors or assigns, or any of the present or former partners, principals, shareholders, officers, directors, insurers, employees, agents, attorneys or representatives of any of them (but not including the Barred Defendant), would have been responsible had they not settled with Plaintiff and members of the Plaintiff Class; and (2) the Barred Defendant shall be released by the Plaintiff and the Plaintiff Class from that portion of the judgment that is reduced or set off pursuant to this Bar Order.

11. The Marcam Stipulation, this Order and Final Judgment, and the fact of settlement shall not in any way be construed as an admission or be deemed to be evidence of any liability or wrongdoing whatsoever by any Marcam Defendant, nor is the Order and Final Judgment a finding of the validity or invalidity of any claims in the litigation or of any claims in the Class Action or of any wrongdoing by any of the Marcam Defendants named therein. Neither the Marcam Stipulation, this Order and Final Judgment, nor the fact of settlement shall be used or construed as an admission of any fault, liability, wrongdoing or injury to the Plaintiff Class by the Marcam Defendants or any other person. Neither the Marcam Stipulation, the fact of settlement or the settlement proceedings, the settlement negotiations, the Order and Final

Judgment, nor any related document shall be offered in evidence as an admission, concession, presumption or inference against any party in any proceeding other than in such proceedings as may be necessary to consummate or enforce the Marcam Stipulation and the Marcam Settlement.

12. This Court hereby awards Class Counsel attorneys' fees in the aggregate amount of \$1,725,000 to be paid from the Marcam Settlement Fund.

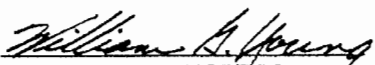
13. This Court hereby awards Class Counsel expenses incurred, including expert fees, in the aggregate amount of \$161,697.74 to be paid from the Marcam Settlement Fund.

14. The award of attorneys' fees shall bear interest at the rate actually earned on the Marcam Settlement Fund.

15. The Court hereby awards an incentive payment of \$5,000 to the Class Representative as an award for undertaking representation of the Plaintiff Class, and assistance provided to Class Counsel in the course of the litigation, to be paid from the Marcam Settlement Fund.

16. Without affecting the finality of this judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Marcam Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Marcam Settlement Fund in accordance with the Marcam Settlement and the Court's further orders. Any appeal of the approval or lack of approval of any plan of allocation, fees, costs or incentive awards, shall not prevent this Settlement from becoming effective. The provisions of this Order constitute a full and complete adjudication of the matters considered and adjudged herein, and, the Court determines that there is no just reason for delay and directs, pursuant to Fed. R. Civ. P. 54(b), this Final Judgment to be entered with respect to all matters ordered, judged and decreed.

Dated: July 29, 1996


WILLIAM G. YOUNG
UNITED STATES DISTRICT JUDGE

marcam's\finorma

EXHIBIT A

NO CLASS MEMBER HAS REQUESTED EXCLUSION

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

DATE

4/4/96

Carrie Thomas

Clerk

IN RE: CAMBRIDGE BIOTECH CORP.
SECURITIES LITIGATION

CIVIL ACTION
NO. 93-12486-REK

FINAL ORDER AND JUDGMENT

This matter came before the Court upon a motion for final approval of the terms of (i) the Agreement of Partial Settlement ("Agreement 1") between the Plaintiffs in the above-captioned action and Patrick J. Leonard, Peter P. Hartman and Keith D. Jones (the "Individual Defendants") and (ii) the Stipulation and Agreement of Settlement ("Agreement 2") between the Plaintiffs and Cambridge Biotech Corporation ("Cambridge Biotech") (together, the "Agreements"). Terms defined in the Agreements are used herein with the same meanings unless defined differently herein. The Court having held a hearing on the proposed Settlement as embodied in the Agreements (the "Settlement"), and having considered the papers submitted in support of the Settlement and all prior proceedings herein,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including but not limited to, all members of the Settlement Class, Cambridge Biotech, and the Individual Defendants.

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2. A Settlement Class is hereby certified, consisting of all those persons who purchased the common stock of Cambridge Biotech during the period from February 28, 1992 to and including May 9, 1994 (the "Settlement Class Period") and were damaged thereby. For purposes of the Settlement, the following plaintiffs are certified as Class Representatives: Steve and Candice Flig, Theodore J. Rogus, Philip Cochran, Edward and Elizabeth McDaid, Jacob B. Turner, Randy Ruffrano, Cynthia L. Zucaro, Brandon Harris, Athanasios Cheliotis, Bert Vladimir, Eli Kramer, Joseph Amrhein, Shelby Gordon, Roger A. Kimber, Alvin Levine, Felix Obeski, Joseph B. Malanik, Florence Malanik, Robert J. Vitkus, Bernard Leibowitz, Tzvi Shafer, and Sheila Schrank. The Settlement Class and Class Representatives are certified only with respect to the Settlement with Cambridge Biotech and the Individual Defendants. Excluded from the Class are the Individual Defendants, the members of their immediate families, Cambridge Biotech, Deloitte & Touche, parents, subsidiaries, affiliates, successors, and assigns of Cambridge Biotech or Deloitte & Touche, and their respective officers and directors. Also excluded from the Settlement Class are those persons identified on Exhibit A hereto who filed timely and valid requests for exclusion.

3. In accordance with the Agreements and Order of the Court, Plaintiffs caused to be mailed to the Settlement Class members a Notice of Class Action Determination And

Hearing On Settlement (the "Notice") and caused to be published once in the national edition of The Wall Street Journal a summary notice (the "Summary Notice") of the pendency of the Settlement of this Consolidated Action and of the opportunity to object to the Settlement. An affidavit of mailing of the Notice and publication of the Summary Notice was duly filed with the Court.

4. The Notice and the Summary Notice constitute the best notice practicable under the circumstances. The Affidavit of Mailing and Publication filed with this Court demonstrates that this Court's Orders with respect to the Notice and Summary Notice have been complied with and that the best notice practicable under the circumstances was in fact given and constituted valid, due and sufficient notice to all persons entitled thereto, fully and accurately informing all such persons of all material elements of the claims and the Settlement and complying fully with Rule 23 of the Federal Rules of Civil Procedure, due process and any other applicable law.

5. The Agreements and Settlement are not admissions of wrongdoing by Cambridge Biotech or the Individual Defendants, nor is this Judgment a finding of the validity of any claims in this Consolidated Action or of any wrongdoing by any person. The Agreements, including the exhibits thereto, shall not be offered or received in evidence in any action or proceeding against Cambridge

Biotech or the Individual Defendants, in any court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment, the Agreements, or the provisions of any related agreements or releases; except that the Agreements and the exhibits thereto may be filed in this Consolidated Action or related actions as evidence of the Settlement.

6. The Agreements and Settlement are approved as entered into in good faith and as fair, reasonable and adequate to the Settlement Class within the meaning of Federal Rule of Civil Procedure 23 and are in the best interests of the Settlement Class. The parties to the Agreements are hereby directed to consummate the Agreements in accordance with their terms and provisions.

7. This Consolidated Action is dismissed with prejudice as to Cambridge Biotech, the Individual Defendants, and all other present and former directors and officers of Cambridge Biotech, without costs to any party as against any other.

8. All Settlement Class Members who have not timely and validly requested exclusion are forever enjoined and barred from commencing or prosecuting, either directly, representatively, or in any other capacity, a class action or any other action, claim, or counterclaim against Cambridge Biotech, the Individual Defendants, or other present and former directors and officers of Cambridge

Biotech with respect to, based on, arising from, or for any and all Class Claims or claims released in the Proof of Claim and Release forms and the Agreements (the Released Claims).

9. On the later to occur of the Settlement Effective Dates defined in Agreement 1 and defined in Agreement 2, each Settlement Class Member who has not timely and validly requested exclusion shall be deemed conclusively to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all the Released Claims against Cambridge Biotech, the Individual Defendants, and all other present or former officers and directors of Cambridge Biotech.

10. Plaintiffs' Counsel shall maintain the Settlement Fund (as defined in Agreement 1) in an interest-bearing escrow account. The Escrow Agents, Plaintiffs' Counsel, and the Settlement Administrator shall have no liability to any Class member with respect to any aspect of the administration of this Settlement, including but not limited to the processing of Proofs of Claim and the distribution of the Settlement Fund to Class members. Similarly, the Escrow Agents shall not be liable for any action or inaction in carrying out their role as Escrow Agents, except for their own gross negligence or misconduct.

11. The Court reserves jurisdiction, without affecting the finality of this Judgment, over: (a) implementation of

the Settlement and any award, distribution or other disposition of the Combined Settlement Fund; (b) enforcing and administering this Judgment, (c) enforcing and administering the Agreements, including any releases executed or deemed to have been executed in connection therewith; and (d) other matters related or ancillary to the foregoing.

12. The Court hereby awards to Plaintiffs' counsel as attorneys' fees 30% of the Cash Settlement Fund established pursuant to Agreement 1, plus interest at the rate earned on the Cash Settlement Fund, and 30% of the shares of common stock to be paid to the Settlement Class pursuant to Agreement 2. The Court awards to Plaintiffs' counsel for reimbursement of costs and expenses the cash sum of \$61,080.16, to be paid out of the Cash Settlement Fund, after the later to occur of the Effective Dates defined in Agreement 1 and Agreement 2. The allocation among counsel for the plaintiffs of the amounts awarded as attorneys' fees shall be in the sole discretion of the Executive Committee of Plaintiffs' Counsel, based on each counsel's relative contribution to the case.

13. The Court hereby determines that there is no just reason for delay and directs that this judgment be entered by the clerk forthwith pursuant to Federal Rule of Civil Procedure 54(b). The direction of the entry of final judgment pursuant to Rule 54(b) is appropriate and proper

because this judgment fully and finally adjudicates the claims of the Plaintiffs and the Settlement Class against Cambridge Biotech and the Individual Defendants in this Consolidated Action, it allows consummation of the Settlement, and it will expedite the distribution of the Settlement proceeds to the Settlement Class Members.

Dated: Boston, Massachusetts
April 4th, 1996



Robert E. Keeton
Robert E. Keeton,
United States District Judge

EXHIBIT A

<u>Name</u>	<u>Number of Shares Purchased During Class Period</u>
Wayne V. Anderson P.O. Box 1796 Kingsland, TX 78639	2,000
Banque Pour Industries Francaise USA Account No. BSLH7576002 c/o Mellon Trust/The Boston Co. Three Mellon Bank Center, Rm. 3631 Pittsburgh, Pennsylvania 15259	100
Grant H. Burlingame 23 Parker Avenue Holden, Massachusetts 01520	900
Frank A. Dobson 53 Lepes Road Somerset, Massachusetts 02726	1,000
Florence A. Dunn and Howard P. Dunn 50 Northeast Village Road Concord, New Hampshire 03301	200
June C. O'Brien 38 Palisade Avenue Emerson, New Jersey 07630	800
Louise R. Reynders P.O. Box 30271 Sea Island, Georgia 31561	800
Tim White 34 Goldgate Cres. Orangeville, Ontario Canada L9W 4B5	808
TOTAL	6,608

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

*File
Settlement
plead*

IN RE: COPLEY PHARMACEUTICAL,
INC. SECURITIES LITIGATION

C.A. NO. 94-11897 (WGY)

THIS DOCUMENT RELATES TO:
ALL ACTIONS

**ORDER OF FINAL APPROVAL AND
FINAL JUDGMENT AND ORDER OF DISMISSAL**

This matter having come before the Court for approval of a settlement of the above-entitled consolidated action (the "Action"), and the Court, having considered all papers filed in connection therewith, and good cause appearing therefor, it is this 8th day of February, 1996,

ORDERED, ADJUDGED, AND DECREED THAT:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Stipulation of Compromise and Settlement, dated November 17, 1995 (the "Settlement" or "Stipulation"). The term "Class" shall mean and consist of: all persons and entities who purchased common stock of Copley Pharmaceutical, Inc. ("Copley") in the public market, pursuant to public offerings, or otherwise during the period October 15, 1992 through December 6, 1994, inclusive. This period shall be known hereinafter as the "Class Period." Excluded from the Class are Copley, Jane C.I. Hirsh, Anthony A. Bonelli, Steven N. Tannenbaum, Mark Hirsh, Theodore

(111)

Iorio, Bernard Grubstein (collectively, the "Defendants"), their assignees, trustees and members of their immediate families, Hoechst Celanese Corporation ("Hoechst"), and the officers, directors, affiliates, successors and assigns of Copley and Hoechst.

2. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including all members of the Class, and hereby determines that due and proper notice of the proposed Settlement has been given to the members of the Class pursuant to Rule 23 of the Federal Rules of Civil Procedure and due process.

3. Based upon the affidavits submitted by the Claims Administrator, this Court finds that the dissemination of the Notice of Class Action Determination, Proposed Settlement and Hearing Thereon, and Right to Share in Settlement Proceeds (the "Notice") as previously authorized by the Court, constitutes the best notice practicable, and due and sufficient notice to those entitled to such notice.

4. This Court hereby approves the Settlement and finds the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interest of the Class, especially in light of the complexity, expense and probable duration of further litigation, the discovery conducted to date, the risks of establishing liability and damages, and the reasonableness of the consideration to be given in the proposed Settlement considering the range of possible recovery and the attendant risks of

litigation, and the Court further directs the parties thereto to consummate the terms and provisions of the Settlement.

5. With the exception of all those persons who have filed proper and timely requests for exclusion from the Class pursuant to the Notice previously disseminated in this Action (those persons being identified in Exhibit A annexed hereto), this Court hereby dismisses the Second Consolidated Amended Complaint and all claims of any kind that were made, could have been made, or could in the future be made, in the future be made, in the Class Action, or any other action or proceeding, against the Defendants, on the merits, with prejudice, and in full and final discharge of any and all Class Claims against the Defendants, and without costs (except as provided in the Stipulation) to be binding on the Class Representatives and all Class Members. This Court specifically finds that all Class Members, except those identified in Exhibit A, are bound by the Settlement and this Order.

6. As used herein, the term "Class Claims" shall mean any and all claims, debts, demands, actions, causes of action, damages, rights, suits, sums, and any other liabilities whatsoever, both at law and in equity, whether known or unknown, accrued or unaccrued, liquidated or contingent, or matured or unmatured, of or by the Class, or any member or representative of the Class, whether class, derivative or individual in nature, that were asserted, could have been asserted, could in the future be asserted, or are related to claims that were, could have been,

or could in the future be asserted, in the Action or in any other action or proceeding or otherwise, including, without limitation, any claims for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever, including, without limitation, any and all claims: (a) arising from or relating to the purchase or sale of Copley common stock during the Class Period in the public market, pursuant to public offerings, or otherwise, or (b) arising from or relating to Copley's or any other Defendant's statements or alleged omissions to make statements during the Class Period, including, without limitation, in filings with the Securities and Exchange Commission.

7. Upon the Effective Date, as defined in the Stipulation, the Class Representatives and all Class Members who have not properly excluded themselves from the Class, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, and any and all persons they represent, in their individual capacities, their capacities as purchasers, holders or sellers of Copley common stock, and any and all corporate, representative or other capacities, for and in consideration of the Settlement and other good and sufficient consideration, shall be barred and enjoined from bringing, and shall conclusively be deemed to have released and forever discharged as by an instrument under seal, with respect to the Class Claims, the Defendants; Hoechst (including, without

limitation, the following Hoechst-affiliated entities: HCCP Acquisition Corp., Hoechst Aktiengesellschaft, Hoechst Corporation, Hoechst Celanese Insurance Company, Hoechst Marion Roussel, Inc., Hoechst Roussel Pharmaceuticals Inc., Hoechst Versicherungs-Aktiengesellschaft, and Roussel Uclaf, S.A.); Copley's and Hoechst's directors and officers insurance carriers; their respective past, present or future officers, directors, employees, parents, subsidiaries, divisions, affiliates, partners, joint venturers, investors, underwriters, auditors, accounting firms, attorneys, agents, insurers, or representatives; and their respective heirs, executors, administrators, predecessors, successors and/or assigns, and any of them (the "Released Parties").

8. Those persons identified in Exhibit A hereto shall be excluded from the Class and from any benefits under the Settlement and (a) said persons may not pursue any claims or remedies on behalf of those who are bound by this Order of Final Approval and Final Judgment and Order of Dismissal (the "Judgment"), against the Defendants or the other Released Parties, or in connection with or relating in any way to the Class Claims compromised in the Settlement and (b) they shall not commence, maintain, or participate in any class, derivative, or representative action relating in any way to the Class Claims compromised in the Settlement.

9. The Settlement, this Judgment, and the fact of settlement shall not in any way be construed as an admission or

be deemed to be evidence of any liability or wrongdoing of any Defendant or any other person or entity, nor is the Judgment a finding of the validity or invalidity of any claims or defenses in the Action, or of any wrongdoing by any of the Defendants named therein. Neither the Settlement, this Judgment, nor the fact of settlement shall be used or construed as an admission of any fault, liability or wrongdoing by any person or entity. Neither the Settlement, the fact of settlement or the settlement proceedings, the settlement negotiations, the Judgment, nor any related document shall be offered or received in evidence as an admission, concession, presumption or inference against any person or entity in any proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

10. The Court hereby approves the Plan of Allocation as fair, reasonable and equitable.

11. This Court hereby awards attorneys' fees in the amount of 33% of the Settlement Fund to all counsel for the Class Representatives. The Court further awards expenses (including experts' fees and expenses) in the amount of \$336,557 to all counsel for the Class Representatives. The foregoing awards of fees and expenses shall be paid out of, and shall not be in addition to, the Settlement Fund at the time and in the manner provided in the Stipulation. Any and all allocations of attorneys' fees and expenses among the counsel for all Class Representatives shall be made by Co-Lead Counsel for the Class, who shall apportion the fees and expenses based upon their

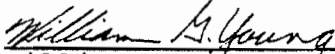
assessment, in their sole discretion, of the respective contributions to the litigation made by each counsel.

12. This Court hereby awards Compensatory Awards in the amount of \$5,000 each to those Class Representatives whose depositions were taken in this Action and \$2,000 to each of the remaining Class Representatives, which shall be paid out of, and shall not be in addition to, the Settlement Fund at the time and in the manner provided in the Settlement.

13. The awards of attorneys' fees and expenses shall bear interest, from the date of the entry of this Judgment until the fees and expenses are paid, at the rate earned by the Settlement Fund.

14. Without affecting the finality of this Judgment, the Court hereby reserves and retains continuing jurisdiction to order the performance of the Settlement, including, but not limited to, the approval or rejection of claims, and the distribution of the Settlement Fund in accordance with the Settlement and any further order. The provisions of this Judgment constitute a full and complete adjudication of the matters considered and adjudged herein, and the Court determines that there is no just reason for delay and directs, pursuant to

Fed. R. Civ. P. 54(b), this Judgment to be entered as a final judgment with respect to all matters ordered, judged and decreed. Dated this 8th day of February, 1996, at Boston, Massachusetts.



William G. Young
United States District Judge