

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

United States District Court
District of Connecticut
FILED AT BRIDGEPORT

10/15/08

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Roberta D. Tabora, Clerk

By B. DeCubellis
Deputy Clerk

DONNA C. RICHARDS,

Plaintiff,

vs.

FLEETBOSTON FINANCIAL CORP.,
FLEETBOSTON FINANCIAL PENSION
PLAN, and BANK OF AMERICA
CORPORATION,

Defendants.

Case No. 3:04-CV-1638 (JCH)

FINAL ORDER AND JUDGMENT

This matter, having come to the Court for determination whether the Settlement Agreement executed on April 16, 2008 by Plaintiff, on behalf of the Class, and Defendants, should be approved as fair, reasonable and adequate, the Court having considered the submissions of the Parties, and the evidence and arguments at the Fairness Hearing, it is HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Capitalized terms used in this Final Order and Judgment have the meaning ascribed to those terms in the Settlement Agreement, which is attached hereto.
2. This Court has jurisdiction over the subject matter of this action, the Parties and the Class.
3. This Court finds that the Class, as certified in this Court's Preliminary Approval Order of April 24, 2008 satisfies all requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(1)(A) and (b)(2). Specifically, this Court finds that the Class is so numerous that joinder of all members is impracticable, that there are common questions of law and fact, that the claims

of Plaintiff are typical of the claims of the Class and that Plaintiff and Class Counsel have fairly and adequately protected the interests of the Class. This Court further finds that the prosecution of separate actions by the Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants and that Defendants have acted or refused to act on grounds generally applicable to the Class, making final injunctive or declaratory relief with respect to the Class appropriate.

4. This Court reaffirms its order appointing Plaintiff as representative of the Class and appointing Class Counsel to that role.

5. The Notice was properly mailed, as established by the affidavit of Eric W. Bishop dated October 1, 2008. This Court finds that the Notice fairly and adequately informed the Class of the Settlement and their rights and was the best notice practicable, and fully complied with Federal Rule of Civil Procedure 23 and due process. The costs of Notice and the expenses of settlement administration shall be paid by the Plan as an administrative expense.

6. The Settlement Agreement is approved as fair, reasonable and adequate and in the best interests of the Class, and the Parties are directed to implement its terms. Upon the Effective Date, by virtue of this Final Order and Judgment, the Released Parties shall be released from the Released Claims, and the Class shall be bound by a covenant not to sue the Released Parties in connection with the Released Claims. Each member of the Class shall be entitled to (a) his or her Settlement Amount as calculated for the Class member and set forth on Schedule A hereto and, (b) where applicable, his or her Rule of 85 Guarantee or Rule of 85 Early Retirement Guarantee, calculated pursuant to the applicable early retirement factors, as set forth on Schedule B, and utilizing the applicable factors from Schedules C, D and E.

7. The Class is permanently enjoined from instituting, asserting or prosecuting, in any capacity, any action or proceeding arising out of or related to the Released Claims against any Released Party.

8. This Action is dismissed with prejudice and without costs, except as provided in a separate order on Class Counsel's Fee and Expense Application.

9. This Court is awarding, by separate order of this date, fees and expenses to Class Counsel and an incentive award to Plaintiff, each of which shall be paid by the Plan as an administrative expense.

10. The Settlement Agreement is not, and shall not be construed to be, an admission of liability or wrongdoing by any Defendant, and this Court makes no such finding or determination. Neither the Settlement Agreement nor any of the proceedings in connection therewith shall be offered or received in evidence for any purpose, except that Defendants may submit this Final Order and Judgment to support a claim of *res judicata*, collateral estoppel, release or any theory of claim or issue preclusion, or they may submit this Final Order and Judgment in any action to enforce the injunctive provisions of paragraph 7.

11. Without affecting the finality of this Judgment, this Court retains jurisdiction over the administration, interpretation, effectuation and enforcement of the Settlement.

Date: October 15, 2008 ENTER: /s/ Janet C. Hall, USDJ