

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE PNC FINANCIAL SERVICES GROUP, INC. SECURITIES LITIGATION	:	Case No. 02-CV-271
THIS DOCUMENT RELATES TO ALL ACTIONS	:	JUDGE CERCONE

ORDER AND FINAL JUDGMENT

On the 13th day of July, 2006, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement with PNC Defendants, with AIG Financial Products Corp., with Arnold & Porter LLP, and with Buchanan Ingersoll PC dated as of March 31, 2005 (the "Stipulation") are fair, reasonable and adequate for the settlement of all claims asserted by the Class against the Settling Defendants in the Consolidated Class Action Complaint (the "Complaint") now pending in this Court under the above caption, including the release of the Settling Defendants and the Released Parties, and should be approved; (2) whether judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the Settling Defendants only and as against all persons or entities who are Class Members 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 Class Members; and (4) whether and in what amount to award Plaintiffs' Counsel fees and reimbursement of expenses. 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 the common stock of PNC Financial Services Group, Inc.

("PNC"), who purchased call options on PNC common stock, or who wrote (sold) put options on PNC common stock during the period from July 19, 2001 through and including July 18, 2002 (the "Class Period"), except those persons or entities excluded from the definition of the Class, as shown by the records of PNC'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 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 meanings 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 Securities Litigation, the Lead Plaintiffs, all Class Members, the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, Buchanan Ingersoll PC, and the Non-Settling Defendant.

2. The Court finds that the prerequisites for a class action under Rules 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 Lead Plaintiffs are typical of the claims of the Class they seek to represent; (d) the Lead Plaintiffs have and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the Class Members predominate over any questions affecting only individual Class Members; 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 for purposes of the Settlement the Securities Litigation as a class action on behalf of all persons who purchased PNC Financial Services Group, Inc. ("PNC") common stock, who purchased call options on PNC common stock, or who wrote (sold) put options on PNC common stock from July 19, 2001 through July 18, 2002, inclusive (the "Class Period"), and the PNC Incentive Savings Plan on behalf of itself and its present and former participants and beneficiaries who purchased or otherwise acquired PNC common stock during the Class Period through the PNC Incentive Savings Plan. Excluded from the Class are Defendants, AIG Financial Products Corp., Arnold & Porter LLP, Buchanan Ingersoll PC, any entity in which Defendants, AIG Financial Products Corp., Arnold & Porter LLP, or Buchanan Ingersoll PC have a controlling interest or is a parent or subsidiary of or is controlled by PNC, AIG Financial Products Corp., Arnold & Porter LLP, or Buchanan Ingersoll PC, and the officers, directors, partners, members, employees, affiliates, legal representatives, heirs, predecessors, successors and assigns of any of the Defendants, AIG Financial Products Corp., Arnold & Porter LLP, or Buchanan Ingersoll PC, except that this exclusion shall not apply to persons in their capacity as present or former participants or beneficiaries of the PNC Incentive Savings Plan. Also excluded from the Class are the persons and/or entities who requested exclusion from the Class as listed on Exhibit 1 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 Securities Litigation as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of

1934, 15 U.S.C. 78u-4(a)(7) as amended by the Private Securities Litigation Reform Act of 1995 (“PSLRA”), due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

5. The Settlement is approved and so ordered as fair, reasonable and adequate, and the Class Members and the parties are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

6. The Complaint, which the Court finds was filed on a good faith basis in accordance with the PSLRA and Rule 11 of the Federal Rules of Civil Procedure based upon all publicly available information, is hereby dismissed with prejudice and without costs, except as provided in the Stipulation, as against the Settling Defendants only.

7. Lead Plaintiffs, the Class, and Class Members (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings Plan) and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly, in a derivative or in any other capacity, any and all claims, debts, demands, rights or causes of action or liabilities whatsoever -- including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever -- whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class, derivative, or individual in nature, including both known claims and Unknown Claims, (i) that have been asserted in the Securities

Litigation by Lead Plaintiffs, the Class, or any Class Member (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings Plan) against any of the Released Parties, (ii) that could have been asserted in any forum by Lead Plaintiffs, the Class, or any Class Member (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings Plan) against any of the Released Parties which arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Consolidated Class Action Complaint filed by Lead Plaintiffs in the Securities Litigation and relate to the acquisition or ownership of shares of, or call or put options on, the common stock of PNC during the Class Period, or (iii) the claims against any of the Released Parties arising from or relating to the subject matter of the Securities Litigation asserted by Andrew J. Gosline in his demand letter dated June 10, 2003 and any other derivative demands that may be filed in connection with the PAGIC Transactions (the "Settled Claims") against (a) the Settling Defendants; (b) PNC and PNC's predecessors, successors, parents, subsidiaries, affiliates, and their respective present and former directors, officers, and employees, including PAGIC LLC, PAGIC II LLC, PAGIC Equity LLC, PAGIC Loans LLC, PAGIC Loans II, LLC, and PAGIC Equity Holding, LLC, as well as the heirs, executors and assigns of the individual Settling Defendants; (c) the Insurers; (d) AIG Financial Products Corp. and AIG Financial Products Corp.'s predecessors, successors, parents, subsidiaries, affiliates and their respective present and former directors, officers, and employees; (e) Arnold & Porter, Arnold & Porter LLP, and their current and former partners and employees; and (f) Buchanan Ingersoll PC, Buchanan Ingersoll LLP, and their current and former employees, shareholders, and partners and their attorneys in this matter (the "Released

Parties”). “Settled Claims” includes the claims assigned under the terms of the December 17, 2004 MOU to Lead Plaintiffs and the Class that PNC and its subsidiaries had against Arnold & Porter LLP and against Buchanan Ingersoll PC which arise from or are related to the subject matter of the Securities Litigation. “Settled Claims” does not include claims against E&Y, its predecessors, successors, assigns, partners, principals and employees and any divisions or affiliates of E&Y. “Released Parties” does not include Non-Settling Defendant E&Y, its predecessors, successors, assigns, partners, principals and employees and any divisions or affiliates of E&Y. 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. In the event Lead Plaintiffs, the Class, or any Class Member sue(s) any individual or entity other than E&Y for claims arising out of the acts and transactions alleged in the Securities Litigation (“New Defendants”), solely for the purposes of paragraphs 8, 14, and 15 of this Order and Final Judgment, each such New Defendant shall be deemed to be a Non-Settling Defendant. Additionally, in the event any New Defendant, non-settling defendant, or any other individual or entity sued by a New Defendant or a Non-Settling Defendant sues any of the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, Buchanan Ingersoll PC for claims arising out of the acts and transactions alleged in the Securities Litigation, solely for the purposes of paragraphs 8, 14, and 15 of this Order and Final Judgment, each such additional New Defendant shall be deemed to be a Non-Settling Defendant.

9. “Unknown Claims” means any and all Settled Claims which any Lead Plaintiff, the Class, or any Class Member (including, but not limited to, for this purpose the PNC Incentive Savings Plan and any current or former participant or beneficiary of the PNC Incentive Savings

Plan) does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims which any of the Settling Defendants does not know or suspect to exist in his or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the parties stipulate and agree that upon the Effective Date, the Lead Plaintiffs, the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and Buchanan Ingersoll PC shall expressly waive, and each Class Member (including, but not limited to, for this purpose any current or former participant or beneficiary of the PNC Incentive Savings Plan) shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Lead Plaintiffs, Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and Buchanan Ingersoll PC acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Settled Defendants' Claims was separately bargained for and was a key element of the Settlement.

10. The Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and Buchanan Ingersoll PC are hereby permanently barred and enjoined from instituting, any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims

and Unknown Claims, that have been or could have been asserted in the Securities Litigation or any forum by the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, or Buchanan Ingersoll PC against any of the Lead Plaintiffs, the Class, Class Members solely in their capacity as Class Members, or their attorneys, relating to the institution, prosecution, or settlement of the Securities Litigation and/or the claims asserted by Andrew J. Gosline in his demand letter dated June 10, 2003 (except for claims to enforce the Settlement) (the Settled Defendants' Claims"). 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.

11. Pursuant to the Stipulation and effective upon this Order and Final Judgment becoming a Final Order, PNC and its subsidiaries shall be deemed to have assigned and hereby assign to Lead Plaintiffs and the Class any and all claims that PNC and its subsidiaries have against E&Y and any persons and entities other than the Released Parties, which claims arise from or are related to the subject matter of the Securities Litigation. These assigned claims and the assigned claims settled herein against Arnold & Porter LLP and Buchanan Ingersoll PC shall revert to PNC in the event that the Settlement is finally disapproved on appeal. Lead Plaintiffs shall take such steps as may be necessary to preserve the assigned claims pending final approval or disapproval of the Settlement. Lead Plaintiffs will not settle any assigned claims without PNC's consent before this Order and Final Judgment becomes a Final Order. Any such settlement will conform to the requirements of paragraph 15 of this Order and Final Judgment.

12. In accordance with Section 4(f)(7)(A) of the PSLRA, 15 U.S.C. § 78u-4(f)(7)(A), and applicable case law, the Released Parties are by virtue of the Settlement hereby released and discharged from all claims for contribution that have been or may hereafter be brought by any

person or entity, whether arising under state, federal or common law, based upon, arising out of, relating to, or in connection with the Settled Claims. Accordingly, to the full extent provided by the PSLRA, the Court hereby bars all claims for contribution: (a) against the Released Parties; and (b) by the Released Parties against any person or entity other than any person or entity whose liability to the Class has been extinguished pursuant to the Stipulation and this Order and Final Judgment. (the "Reform Act Bar Order").

13. The Released Parties are by virtue of the Settlement hereby released and discharged from any liability to Lead Plaintiffs, the Class, or any Class Member under Pennsylvania's joint tortfeasor statutes, 42 Pa. § 8327, and applicable case law. Accordingly, to the full extent provided by Pennsylvania's joint tortfeasor statutes, the Court hereby bars all claims for contribution under 42 Pa. § 8327: (a) against the Released Parties; and (b) by the Released Parties against any person or entity other than any person or entity whose liability to the Class has been extinguished pursuant to the Stipulation and this Order and Final Judgment. (the "Pennsylvania Bar Order").

14. The Released Parties are by virtue of the Settlement hereby released and discharged to the fullest extent allowed by law from and against any and all claims, however styled, whether for indemnification, contribution, or otherwise arising out of or relating to the acts and transactions that are the subject of the Securities Litigation, whether arising under federal, state, or common law (the "Complete Bar Order").

15. In accordance with section 21D(f)(7)(B) of the PSLRA, 15 U.S.C. § 78u-4(f)(7)(B), any final verdict or judgment that may be obtained by or on behalf of any Class Member against any person other than a Released Party relating to the Settled Claims shall be

reduced by the greater of (a) an amount that corresponds to the percentage of responsibility of the Released Party for the loss to the Class Member or (b) the amount paid by or on behalf of the Released Party to the Class Member in connection with the Settlement.

16. To the extent (but only to the extent) not otherwise covered by the Reform Act Bar Order or the Complete Bar Order, Lead Plaintiffs, the Class, and all Class Members shall reduce or credit against any judgment or settlement (up to the amount of such judgment or settlement) they may obtain from any Non-Settling Defendant an amount equal to the amount of any final, non-appealable judgment which any Non-Settling Defendant may obtain against any of the Released Parties arising out of or relating to the Settled Claims of Lead Plaintiffs, the Class, or any Class Member. PNC shall advance the costs of defending any such claim that may be asserted against any of the PNC Defendants by a Non-Settling Defendant, will use its best efforts to defend such claims, and will not settle any such claim without the prior written consent of Plaintiffs' Co-Lead Counsel, which consent shall not be unreasonably withheld. Lead Plaintiffs, the Class, and all Class Members shall not settle any claim against any Non-Settling Defendant without obtaining from such Non-Settling Defendant the release of any claim such Non-Settling Defendant may have against any of the Released Parties arising out of or relating to the Settled Claims asserted by Lead Plaintiffs, the Class, or any Class Member against such Non-Settling Defendant provided that each of the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, Buchanan Ingersoll PC shall execute a release in favor of such Non-Settling Defendant which shall be identical in scope to the aforesaid release from such Non-Settling Defendant in favor of the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, Buchanan Ingersoll PC.

17. Neither this Order and Final 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 Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC with respect to the truth of any fact alleged by any of the Lead Plaintiffs, the Class, or any Class Member or the validity of any claim that has been or could have been asserted in the Securities Litigation or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Securities Litigation or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC;

(b) offered or received against the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC 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 Settling Defendant, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC;

(c) offered or received against the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC 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 Settling

Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC, 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 and this Order and Final Judgment; provided, however, that the Released Parties may refer to the Stipulation and the Order and Final Judgment to effectuate the liability protection granted them hereunder;

(d) construed against the Settling Defendants, AIG Financial Products Corp., Arnold & Porter LLP, and/or Buchanan Ingersoll PC 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;

(e) construed as or received in evidence as an admission, concession or presumption against Lead Plaintiffs or any of the Class Members that any of their claims are without merit, or that any defenses asserted by the Settling Defendants have any merit, or that damages recoverable under the Complaint would not have exceeded the Gross Settlement Fund;
or

(f) notwithstanding anything to the contrary in this paragraph 17 or in this Order and Final Judgment, nothing herein shall be deemed to limit the use of, or make inadmissible, the DPA, and documents related thereto, in the coverage dispute between PNC and certain of the Insurers regarding the payment to the Restitution Fund made by PNC ICLC Corp..

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

19. The Restitution Fund established pursuant to the Deferred Prosecution Agreement (the "DPA") entered into on June 2, 2003 by the United States Department of Justice and PNC ICLC Corp., an indirect non-bank subsidiary of PNC, and funded by PNC ICLC Corp. and AIG Financial Products Corp., is independent of, and not part of, the Settlement Fund. Pursuant to the terms of the DPA, none of the proceeds of the Restitution Fund shall be payable as attorneys' fees, nor shall Class Counsel seek a fee award based upon sums disbursed from the Restitution Fund to Lead Plaintiffs, the Class, or any Class Member. Funds obtained on behalf of the Class from the Restitution Fund shall be distributed to Authorized Claimants in conjunction with the distribution of the Net Settlement Fund, and in accordance with the Plan of Allocation approved herein.

20. 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.

21. Plaintiffs' Counsel are hereby awarded 28 % of the Gross Settlement Fund in fees, which sum the Court finds to be fair and reasonable, and \$239,145.¹⁶ in reimbursement of expenses, which expenses shall be paid to Plaintiffs' Co-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' Co-Lead Counsel, fairly compensates Plaintiffs' Counsel for their respective contributions in the prosecution of the Securities Litigation.

22. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Gross Settlement Fund, the Court has considered and found that:

(a) the Settlement has created a fund of \$36.6 million in cash that is already on deposit, plus interest thereon and that numerous Class Members who submit acceptable Proofs of Claim will benefit from the Settlement created by Plaintiffs' Counsel;

(b) Over 73,000 copies of the Notice were disseminated to putative Class Members indicating that Plaintiffs' Co-Lead Counsel were moving for attorneys' fees in the amount not greater than twenty-eight (28%) of the Gross Settlement Fund and for reimbursement of expenses in the approximate amount of \$1,200,000 and not a single Class Member filed an objection against the terms of the proposed Settlement or the ceiling on the fees and expenses requested by Plaintiffs' Co-Lead Counsel contained in the Notice;

(c) Plaintiffs' Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

(d) The action involves complex factual and legal issues and was actively prosecuted over two years and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(e) Had Plaintiffs' Counsel not achieved the Settlement there would remain a significant risk that Lead Plaintiffs and the Class may have recovered less or nothing from the Settling Defendants;

(f) Plaintiffs' Counsel have devoted over 9,600 hours, with a lodestar value of \$4,140,509.30, to achieve the Settlement; and

(g) The amount of attorneys' fees awarded and expenses reimbursed from the Settlement Fund are consistent with awards in similar cases.

23. Exclusive jurisdiction is hereby retained over the parties and the Class Members for all matters relating to the Securities Litigation, 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 Class Members.


24. 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.

25. The Securities Litigation has been pending since the first of the constituent actions was filed in 2002. The Stipulation resolves all of the claims asserted by the Class against the Settling Defendants and those claims that could have been asserted by the Class, either in its own right or as assignees, against AIG Financial Products Corp., Arnold & Porter LLP, and Buchanan Ingersoll PC and pursuant to the Reform Act Bar Order, Complete Bar Order, and/or judgment reduction provisions provide for the release and discharge of the Released Parties from (i) all claims for contribution that have been or may hereafter be brought by any person or entity, whether arising under state, federal or common law, based upon, arising out of, relating to, or in connection with the Settled Claims, and (ii) any and all claims, however styled, whether for indemnification, contribution, or otherwise arising out of or relating to the acts and transactions that are the subject of the Securities Litigation, whether arising under federal, state, or common law, to the fullest extent allowed by law. The claims asserted against the Settling Defendants and now settled raise issues that are separable from the remaining claims of Lead Plaintiffs and the Class against the Non-Settling Defendant. Permitting the immediate appeal, if taken, of this Order and Final Judgment does not result in any duplication of review by an appellate court, because if an appellate court were to vacate the Stipulation, then the parties may reasonably

continue their prosecution or defense of the claims while this Court continues to preside over other related claims, without a waste of time or judicial resources. If this Order and Final Judgment were not immediately appealable, once an appeal were ripe after the conclusion of the entire coordinated litigation, and if the appellate court vacated this Order and Final Judgment, then this Court would face re-trying the entire litigation as to the Settling Defendants, wasting judicial resources.

26. By reason of the finding in the previous paragraph, 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. The Securities Litigation is not dismissed in respect of claims against any person or entity other than the Settling Defendants.

Dated: Pittsburgh, Pennsylvania
July 13, 2006



Honorable David Stewart Cercone
UNITED STATES DISTRICT JUDGE