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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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PAMELA M. TITTLE, et al.,

Plaintiffs,

v.

ENRON CORP., et al.,

Defendants.

CIVIL ACTION NO. H-01-3913  
CONSOLIDATED CASES

United States Courts  
Southern District of Texas  
ENTERED

DEC 20 2005

Michael N. Masby, Clerk of Court

**ORDER OF FINAL JUDGMENT AND DISMISSAL**

THIS MATTER, having come before the Court for hearing, pursuant to the Order of this Court, dated October 12, 2005, on the application of the settling parties for approval of the Settlement set forth in the Class Action Settlement Agreement dated July 27, 2005, (the "Agreement") and due and adequate notice having been given to the Settlement Class (as defined in the Agreement) as required in said Order, and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. This Order incorporates by reference the definitions in the Agreement, and all capitalized terms used herein shall have the same meanings as set forth in the Agreement.
2. This Court has jurisdiction over the subject matter of the action, and over all members of the Settlement Class.
3. The notice given to the Settlement Class and to the non-settling parties and Barred Persons of the Settlement and the other matters set forth in the Agreement was the best notice practicable under the circumstances, including individual notice to all members of the Settlement Class who could be identified through reasonable effort. Said notice provided due and adequate

notice of these proceedings and of the matters set forth in the Agreement, including the proposed Settlement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

4. Following the Fairness Hearing and all pleadings and argument submitted in connection therewith, and the record as a whole, the Court grants Final Approval of the Settlement.

5. The Court finds that the Settlement was negotiated at arm's length by Plaintiffs' counsel and counsel on behalf of the Settling Defendants. The Court finds that, to the extent any of the transactions required by the Agreement and the Amended Plan of Allocation constitute a transaction prohibited by ERISA § 406(a), 29 U.S.C. § 1106(a), such transactions satisfy the provisions of Prohibited Transaction Exemption 2003-39. 68 Fed. Reg. 75632 (2003). The Settlement is reasonable in light of the Plans' likelihood of full recovery from the Settling Defendants, the risks and cost of litigation, and the value of claims foregone. The terms and conditions of the Settlement are no less favorable to the Plans than comparable arms-length terms and conditions that would have been agreed to by unrelated parties under similar circumstances. The Settlement is not part of an agreement, arrangement, or understanding to benefit a party in interest. No extension of credit by the Plans to any party in interest is contemplated by the terms of this Judgment.

6. On October 12, 2005, the Court preliminarily approved the Settlement Class, with the following definition:

"Settlement Class" means, collectively, (a) all Persons who were at any time participants in any of the Enron Plans during the period starting on January 1, 1995 through and including the Effective Date of Settlement; and (b) as to each Person within the scope of subsection (a) of the Section 1.35 of the Agreement, his, her or its beneficiaries, alternate payees, Representatives and Successors-In-Interest, provided, however, that the "Settlement Class" shall not include any Defendant in the *Title* Action, or any of their immediate family members, beneficiaries, alternate payees, Representatives or Successors-In-Interest, except for spouses and immediate family members who themselves are or were Participants in any Enron Plan, who shall be considered members of the Settlement Class with respect to their own Enron Plan Accounts.

7. The Court finds that certification of the Settlement Class is proper under Fed. R. Civ. 23(a) and (b)(1). The Plaintiffs satisfy all of the requirements under 23(a) in that numerosity, typicality, commonality, and adequacy are established as to the Settlement Class. In addition, the Court finds that class certification is proper under Fed. R. Civ. P. 23(b)(1): the failure to certify the Class would create the risk of inconsistent adjudications with respect to individual class members which would establish incompatible standards of conduct for Defendants, and would as a practical matter be dispositive of the interests of the other members of the class not parties to the adjudications or substantially impair or impede their ability to protect their interests. As a breach of fiduciary duty case brought on behalf of the Plans, pursuant to ERISA §502(a)(2), this case is ideally suited to certification under Fed. R. Civ. P. 23(b)(1).

8. For the purposes of the Agreement and the Settlement Class, the Named Plaintiffs in the Tittle action are appointed to serve as class representatives pursuant to Fed. R. Civ. P. 23.

9. Furthermore, pursuant to Fed. R. Civ. P. 23, the Court hereby approves the partial Settlement as set forth in the Agreement, finds that said Settlement is, in all respects, fair, reasonable, and adequate with respect to the Settlement Class, and directs that the Settlement be consummated in accordance with the terms and conditions set forth in the Agreement.

10. The Court finds that the Supplemental Amended Plan of Allocation of the Settlement is fair, reasonable, and adequate.

11. The Court hereby dismisses the action in its entirety as to the Andersen Released Parties, and against the named Plaintiffs, and the Settlement Class, with prejudice and without costs (except as otherwise provided in the Agreement).<sup>1</sup>

12. The Court hereby enters a Bar Order whose terms are specified in the Agreement and finds that each of its terms is fair to the settling parties, the Enron Plans, the Settling Class, and the Barred Persons.

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<sup>1</sup> Including the claims against the Andersen Released Parties in *Kemper v. Enron*, H-01-4089, *McCown v. Andersen*, H-02-1058, *McEachern v. Enron Corp.*, H-02-1834, *Rinard v. Enron Corp.*, H-01-4060, *SEEC v. Northern Trust*, H-02-0267, and *Walt v. Lay*, H-02-4299.

13. Nothing in the Agreement or in this Order shall in any manner limit any joint and several liability applicable to any Barred Person under ERISA as to the portion of any judgment remaining after application of any Judgment Reduction Amount contemplated under Section 1.24 of the Agreement.

14. Nothing in the Agreement or in this Order is intended to negate or preclude, with respect to claims not released herein or in the Agreement, rights or entitlements, if any, of the Settling Defendants to any settlement credit or judgment reduction (or similar offset or credit) based upon this Settlement or the payment of the Class Settlement Amount.

15. The Andersen Released Parties are permanently enjoined from bringing against the Barred Persons, either derivatively or on behalf of themselves, or through any Person purporting to act on their behalf or purporting to assert a claim under or through them, any Claim for indemnity, for contribution or any other claim arising out of or concerning any of the Barred Claims in any forum, action or proceeding of any kind (other than claims for indemnity against the Enron Corp. based on any indemnity provision in any Plan or Plan-related document), provided that the Andersen Released Parties shall not be enjoined pursuant to Section 3.7.5 of the Agreement from bringing a Claim against a Barred Person if for any reason such Barred Person asserts, or is legally not barred pursuant to Section 3.7.2 of the Agreement from bringing, a Claim against such Andersen Released Party.

16. Except as provided by the terms of Paragraph 2.5 of the Agreement, upon the date on which all of the conditions of effectiveness of Settlement as set forth in Paragraph 2.1 of the Agreement have been satisfied or waived, the named Plaintiffs and each of the Settlement Class Members, on behalf of themselves, their successors, and assigns, and any other person claiming (now or in the future), through or on behalf of them, and regardless of whether any such named Plaintiff or Settlement Class Member ever seeks or obtains by any means, any distribution from the Settlement Trust, shall be deemed to have, and by operation of this Order of Final Judgment and Dismissal shall have, fully, finally, and forever, released, relinquished, and discharged, all Plaintiffs' Released Claims against all Andersen Released Parties and shall have covenanted not

to sue all such Andersen Released Parties with respect to all such Plaintiffs' Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Plaintiffs' Released Claims against any Andersen Released Parties.

17. The Court has considered the written and/or oral objections presented by individual class members and finds that the objections are insufficient to disturb the reasonableness of the Settlement. The objection of Ms. Shotwell is overruled.

18. Except as provided by the terms of Paragraph 2.5 of the Agreement, on the date on which all of the conditions to effectiveness of the Settlement as set forth in paragraph 2.1 of the Agreement have been satisfied or waived, all claims, causes of actions and liabilities of the Settling Defendants to the Named Plaintiffs, the Enron Plans and the Settlement Class Members arising out of, based upon, or otherwise related to the transactions and occurrences that were alleged, or could have been alleged, on behalf of the Named Plaintiffs, the Enron Plans and the Settlement Class Members in the Complaint (or any predecessor complaint) in this action shall be fully, finally, and forever discharged, and all persons shall be permanently barred and enjoined from instituting, prosecuting, pursuing or litigating any such claims, causes of action or liabilities in any manner (regardless of whether such persons purport to act individually, representatively, or in any other capacity, and regardless of whether such persons purport to allege direct claims, claims for contribution, indemnification, or reimbursement, or any other claims.

19. Upon the date on which all of the conditions of effectiveness of Settlement as set forth in Paragraph 2.1 of the Agreement have been satisfied or waived, each of the Settling Defendants shall be deemed to have, and by operation of this Order of Final Judgment and Dismissal shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Settlement Class Members and counsel to the named Plaintiffs from all claims (including unknown claims) arising out of, in any way relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the action, or the Plaintiffs'

Released Claims except to enforce the releases and other terms and conditions contained in the Agreement.

20. The Agreement and this Final Order of Judgment and Dismissal does not release, bar or waive any Claim that can or has been asserted under the state or federal securities laws by the Enron Plans, the Enron Plans Trustees, or any individual member of the Settlement Class directly or derivatively in the *Newby Action*.

21. Except as provided by the terms of Section 9 of the Agreement, the Named Plaintiffs, the Settlement Class, the Enron Plans (including those purporting to act on their behalf or for their benefit), are permanently enjoined from bringing any action in any forum relating to Plaintiffs' Released Claims that does not conform to this Order or the covenants of the Agreement.

22. The releases and injunctions in this Order shall have the same and no greater or lesser force and effect than the releases and injunctions provided for in the Agreement.

23. The Order of Final Judgment and Dismissal is a final judgment in the action as to all claims among the Settling Defendants, on the one hand, and the named Plaintiffs and all Settlement Class Members, on the other. This Court finds, for purposes of Fed. R. Civ. P. 54(b), that there is no just reason for delay and expressly directs entry of Judgment as set forth herein.

24. The Court retains exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance of the Agreement or any challenges as to the performance, validity, interpretation, administration or enforcement or enforceability of the Notice, the Bar Order of the Agreement or the termination of the Agreement.

25. Without affecting the finality of this Order of Final Judgment and Dismissal in any way, this Court retains continuing jurisdiction over: (a) implementation of the Settlement; (b) any award or distribution of the Settlement Trust, including interest earned thereon; and (c) all other proceedings related to the implementation and enforcement of the terms of the Agreement.

26. In the event that all of the conditions of Effectiveness of Settlement as set forth in paragraph 2.1 of the Agreement are not satisfied or waived, this Order of Final Judgment and Dismissal shall be rendered null and void and shall be vacated *nunc pro tunc*.

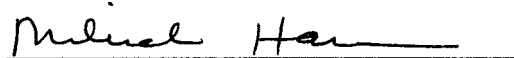
27. Without affecting the finality of this Judgment, the Court retains jurisdiction for purposes of implementing the Agreement and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Agreement and Settlement, as may from time to time be appropriate, and resolution of any and all disputes arising thereunder.

28. Without further Order of the Court, the parties may agree to reasonable extensions of time to carry out any provisions of the Agreement.

29. The Court approves an Attorneys' Fee Account in the amount of 20% of the Settlement Fund (\$250,000) and a separate Litigation Expense Account in the amount of 2.5% (\$31,250) of the Settlement Fund. These amounts are to be held in reserves for future application for attorneys' fees and expenses in this litigation.

IT IS SO ORDERED.

Dated this 20<sup>th</sup> day of December, 2005.

  
MELINDA HARMON  
UNITED STATES DISTRICT JUDGE