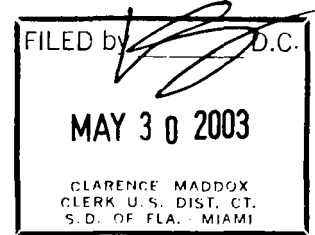


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

_____ X
STEVEN J. GUTTER, on behalf :
of himself and all others :
similarly situated, :
:
Plaintiff, :
:
- against - :
:
E.I. DUPONT DE NEMOURS :
AND COMPANY and EDGAR :
J. WOOLARD, JR., :
:
Defendants. :
:
_____ X

Case No. 95-2152-CIV-GOLD

**CLOSED
CIVIL
CASE**



ORDER OF FINAL JUDGMENT

This Court, having considered Representative Plaintiff's Motion for Approval of the Settlement Agreement, between Representative Plaintiff, by and through Plaintiff's Lead Counsel, and defendants E.I. DuPont De Nemours and Company ("DuPont") and Edgar S. Woolard, Jr. (collectively "Defendants"); and, pursuant to this Court's May 14, 2003 Orders, having held a hearing on May 21, 2003; and having considered all of the submissions and arguments with respect to the motion (including any objections to the Settlement), and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Order of Final Judgment incorporates by reference the definitions in the Settlement Agreement ("Agreement"), and all terms used herein shall have the same meanings set forth in the Agreement.

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2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court has certified a Class as follows:

All persons or entities who purchased E. I. DuPont De Nemours and Co. common stock during the period of June 19, 1993 through and including January 27, 1995, excluding Defendants, members of the immediate family of Defendant Edgar J. Woolard, Jr., any entity in which any Defendant has a controlling interest, and the legal representatives, affiliates, heirs, successors, predecessors in interest, or assigns any Defendant.

Also excluded from the Class are the persons who requested exclusion from the Class as listed on Exhibit A hereto.

4. A settlement should be approved under Rule 23(e) of the Federal Rules of Civil Procedure if the Court determines that it is “fair, adequate and reasonable and is not the product of collusion between the parties.” Bennett v. Behring Corp., 737 F.2d 982, 986 (11th Cir. 1984). In determining whether a settlement is fair, adequate and reasonable, the Court should consider the following factors: (1) the likelihood of success at trial; (2) the range of probable recovery; (3) the point at or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. Bennett, 737 F.2d at 986.

5. The Court has considered the arguments made in Plaintiff’s Memorandum in Support of the Proposed Settlement, as well as the Affidavit of Lead Counsel in Support of Final Approval of the Settlement, Award of Attorneys’ Fees, Reimbursement of Expenses and an

Award to the Representative Plaintiff. After reviewing these submissions, the Court first finds that the form and manner of notice sent to members of the Class was “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950), and thus, satisfied due process and Rule 23(c) of the Federal Rules of Civil Procedure. See Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 173 (1974).

6. The Court also finds that the Settlement was reached after Plaintiff had access to sufficient information to evaluate the case and determine the adequacy of the Settlement. This litigation was settled after the completion of all fact discovery; the submission of competing expert reports; the completion of expert depositions; rulings by the Court on many significant motions; full briefing on Defendants’ summary judgment motion; and, a two day mediation.

7. The Court finds that the risks associated with proceeding to trial in this complex securities litigation, particularly the risks associated with establishing materiality, causation and damages favor approval of the Settlement. The likely duration and associated expenses of continued litigation also favor approval of the Settlement.

8. The Court also finds that the Settlement is within the range of the possible recovery. Moreover, the court finds that other factors, such as the difficulty faced in proving damages in this securities fraud case and the significant disagreement between the parties as to whether, or in what amount, Plaintiff suffered damages caused by Defendants’ alleged conduct further weigh in favor of the Settlement.

9. The Court notes that no Class Members have objected to the Settlement which lends further support to a finding that the proposed Settlement should be approved.

10. Based on the arguments and facts set forth in the submissions by Plaintiff and Plaintiff's Lead Counsel as well as consideration of the factors set forth in Bennett, the Settlement Agreement, and the Settlement embodied therein, are 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 Settlement Agreement in accordance with its terms and provisions.

11. Pursuant to Fed. R. Civ. P. 23, the Court hereby finally approves the Settlement set forth in the Agreement and finds that the Agreement and Plan of Allocation, described in the Notice to the Class are, in all respects fair, reasonable and adequate, and in the best interests of the Class. The Parties are hereby directed to perform the terms of the Settlement.

12. At the time of the Effective Date, Defendants shall be released and forever discharged from any and all claims, manner of action, suits, obligations, causes of action, liabilities, debts, demands, agreements, promises, damages, losses, controversies, costs, expenses, and attorneys' fees whatsoever, whether in law or equity and whether based on federal law, state law, common law or foreign law right of action or any other type or form, foreseen, actual or potential, matured or unmatured, known, or unknown, accrued or not accrued, which Representative Plaintiff and each Class Member, or any of them, ever had, now have, or can have, or shall or may hereafter have, against any Defendants, for, based on, by reason of, or arising from or relating to claims relating to the purchase of DuPont common stock during the Class Period that were made, or could have been made, in the Action, including, but not limited to (I) claims that directly or indirectly arise out of any of the facts, transactions, events, occurrences, acts or omissions mentioned in the Complaint or in discovery (formal or informal) in the Action, or other matters that are or could have been set forth, alleged, embraced or

otherwise referred to in the Complaint or the Action, which could have been brought against Defendants relating to a Class Member's purchase of DuPont common stock during the Class Period, including all matters encompassed within the releases and covenants not to sue set forth in the Agreement and (ii) claims arising out of the prosecution of the Action, including, but not limited to, claims related to fraud in the inducement, negligent misrepresentation, discovery misconduct or fraud; except that nothing in this Order or the Agreement releases any claim arising out of the violation or breach of the terms of the Agreement.

13. Plaintiff's Lead Counsel, on behalf of each Class Member, covenants not to sue Defendants with respect to, or otherwise to assert, directly, or indirectly, any of the Settled Claims, in any court of law, or equity, or any other forum.

14. In addition to the provisions of paragraphs 12 and 13, Plaintiff's Lead Counsel, on behalf of each Class Member, hereby expressly acknowledges that he, she or it may have sustained Settled Claims which are presently unknown and not suspected and that such Settled Claims may give rise to additional damages, expenses, and losses in the future which are now not anticipated. Plaintiff's Lead Counsel, on behalf of each Class Member, also acknowledges that this settlement and the releases in it have been negotiated and agreed on in light of this realization and, being full advised, expressly waives any and all rights that he, she or it may have under any statute or common law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of the execution of this stipulation. Plaintiff's Lead Counsel, on behalf of each Class Member, expressly waives any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation Section 1542 of the California Civil Code.

15. The Court notes that the Defendants specifically deny all liability in this matter. Nothing in this Order or the Agreement, shall be construed as an admission in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, by Defendants including, without limitation, that Defendants have engaged in any conduct or practices that violate any securities statute or other law.

16. Without affecting the finality of this judgment, the Court retains exclusive jurisdiction over the Agreement, including the administration and consummation of the Agreement and in order to determine issues relating to attorneys' fees and expenses and to any distribution to members of the Class. In addition, without affecting the finality of this judgment, Defendants and each member of the Class hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida, for any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of the Agreement, including, without limitation any suit, action, proceeding or dispute relating to the release provisions herein.

17. The Court designates Bruce E. Gerstein and his firm Garwin, Bronzaft, Gerstein & Fisher, L.L.P., which has been acting as lead counsel throughout this litigation, as Plaintiff's Lead Counsel for purposes of administration of the settlement and in accordance with the terms of the Agreement.

18. In determining the reasonableness of attorneys' fees, the Court may consider: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal services properly; (4) the preclusion of other employment by the

attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the result obtained; (9) the experience, reputation, and ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. Camden I Condominium Associates, Inc. V. Dunkle, 946 F.2d 768 (11th Cir. 1991).

19. The Court has considered the arguments and facts set forth in the Application of Class Counsel for an Award of Attorneys’ Fees, Reimbursement of Expenses, and an Award to the Representative Plaintiff, as well as the Affidavit of Lead Counsel in Support of Final Approval of the Settlement, Award of Attorneys’ Fees, Reimbursement of Expenses and an Award to the Representative Plaintiff. The Court finds that Class Counsel have expended significant time in the prosecution of this case. The efforts undertaken included, among other things, extensive investigation into the claims asserted, substantial discovery and motion practice, and vigorous settlement negotiations. The securities law and discovery issues raised in this case were complex, requiring significant time and effort to litigate.

20. The Court further recognizes that this action was prosecuted by Class Counsel on a wholly contingent basis under the common fund theory, and that, over the past seven years, Class Counsel has not been compensated for any of these efforts.

21. Based on the arguments and facts set forth in the submissions by Plaintiff’s Lead Counsel and Class Counsel as well as consideration of the factors set forth in Camden, Plaintiff’s Class Counsel are hereby awarded 32 1/2% of the Settlement Fund as their fee award, which sum the Court finds to be fair and reasonable, and \$ 1,204,228.75 in reimbursement of expenses,

which the Court finds were necessary and appropriate in prosecuting this action and which amount shall be paid to Plaintiff's Class Counsel from the Settlement Fund in accordance with the terms of the Agreement, with interest from the date of funding of the Settlement Fund to the date of payment at the same net rate that the Settlement Fund earns. The payment of attorneys fees is to be made to Plaintiff's Lead Counsel on behalf of all Class Counsel. Allocation of attorneys' fees shall be made by Plaintiff's Lead Counsel in a manner which Plaintiff's Lead Counsel believes in good faith reflects the contribution of such counsel to the prosecution and settlement of the Action.

22. Based on the arguments and facts set forth in the submissions by Plaintiff's Lead Counsel, Representative Plaintiff Steven J. Gutter is provided with an incentive award for representing the Class of \$ 35,000.00, which amount is in addition to whatever monies Representative Plaintiff will receive from the Settlement Fund pursuant to the Plan of Allocation.

23. In the event the finality of the Settlement does not occur in accordance with the terms of the Agreement, this Order of Final Judgment shall be rendered null and void to the extent provided by the Agreement and shall be vacated and, in such event all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement.


24. This Order shall be deemed a final judgment, unless it is modified by U.S. Magistrate Judge Andrea Simonton, pursuant to this Court's May 14, 2003 Orders, to address any new evidence presented at a hearing on May 30, 2003, or some date thereafter. In the event that this Order is modified by Magistrate Judge Simonton, Magistrate Judge Simonton's order will be deemed a final judgment.

25. There being no just reason for delay, the Clerk is hereby directed to enter final judgment, pursuant to Fed. R. Civ. P. Rule 54(b), dismissing the Action with prejudice and without costs except as otherwise provided for herein.

Dated: Miami, Florida

May 21, 2003, to be effective *May 30, 2003*
Subject to any further order
of Court

SO ORDERED.


Honorable Alan S. Gold
United States District Judge