

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

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AAL HIGH YIELD BOND FUND and	:	
DELAWARE DELCHESTER FUND, a series of	:	
Delaware Group Income Funds and formerly a series	:	CASE NUMBER
of Delaware Group Income Funds, Inc., on behalf of	:	
themselves individually and all others similarly	:	2:00-cv-01404-UWC
situated,	:	
	:	
Plaintiffs,	:	
	:	CLASS ACTION
- against -	:	<u>AND INDIVIDUAL CLAIM</u>
	:	
HAROLD RUTTENBERG;	:	
RANDALL L. HAINES;	:	
DELOITTE & TOUCHE LLP; and	:	
BANC OF AMERICA SECURITIES LLC f/k/a	:	
NATIONSBANC MONTGOMERY SECURITIES	:	
LLC, on behalf of itself and a class of underwriters,	:	
	:	
Defendants.	:	
	:	
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FINAL ORDER AND JUDGMENT

On the 14th day of December, 2005, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation of Settlement entered into by and between (a) Lead Plaintiffs and the Class and (b) defendant Banc of America Securities LLC f/k/a Nationsbanc Montgomery Securities LLC (“BAS”) (together, the “Settling Parties”), dated October 20, 2005, are fair, reasonable, and adequate for the settlement of all claims asserted by Lead Plaintiffs and the Class against BAS; (2) whether judgment should be entered dismissing the Amended Class Action Complaint and Individual Claim, dated November 14, 2001 (the “Complaint”), as against BAS, on the merits and with prejudice, such that the dismissal binds

Lead Plaintiffs and all persons or entities who are members of the Class herein who have not requested exclusion therefrom; (4) whether to approve the proposed Plan of Allocation, described in the Notice, as a fair and reasonable method to allocate the settlement proceeds among the members of the Class; and (5) whether and in what amount to award attorneys' fees and reimbursement of expenses, out-of-pocket disbursements and costs to Plaintiffs' Counsel; and (6) whether and in what amount to reimburse any Lead Plaintiff that has requested reimbursement of its costs and expenses directly related to its representation of the Class.

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

It appearing that a notice of the Settlement substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable who purchased the Just For Feet, Inc. ("JFF") 11% Senior Subordinated Notes, due 2009 (the "JFF Bonds"), during the period from April 12, 1999, through November 3, 1999, inclusive (the "Class Period"), except those persons or entities excluded from the definition of the Class, and that a summary notice of the Settlement substantially in the form approved by the Court was published pursuant to the specifications of the Court, and that the only JFF Bondholders requesting to be excluded from the Class are those on the list annexed hereto as Exhibit A;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Bondholder Action, Lead Plaintiffs, all Class Members, and BAS.

2. All capitalized terms used herein shall have the same meanings as in the Stipulation of Settlement.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Stipulation of Settlement is approved as fair, reasonable, and adequate, and the Settling Parties are directed to consummate the Stipulation of Settlement in accordance with its terms.

4. The Bondholder Action is hereby dismissed as against BAS with prejudice and without costs.

5. The Notice of Class Action Settlement provided to the Class was the best notice practicable under the circumstances, and said Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

6. The Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, and assigns, hereby release and forever discharge BAS and any and all other underwriters of the JFF Bonds, including but not limited to Merrill Lynch & Co., BT Alex Brown, and The Robinson-Humphrey Co., and, as to BAS and each such other underwriter, its past, present and future parent companies, subsidiaries, divisions, related or affiliated entities, predecessors and successors, their respective present and former directors, officers, partners, principals, members, stockholders, owners, employees, agents, servants, subrogees, insurers and attorneys, and their respective representatives, heirs, executors, spouses, personal representatives, administrators, successors, transferees and assigns (the “Released Persons”) from any and all claims (including Unknown Claims¹), causes of action or liabilities

¹ “Unknown Claims” means any and all claims which any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons. With respect to any and all Unknown Claims, Class members expressly waive all provisions, rights, and benefits conferred by law of any state or territory of the United States, or principal of common law pursuant to, or which is similar, comparable or equivalent to, California Civil Code Section 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.”

whatsoever, whether based upon federal, state local, statutory or common law, arising out of or relating to the purchase or acquisition of JFF Bonds during the Class Period, which were or could have been asserted by any Class Member against BAS or any of the other Released Persons for any acts, facts, transactions, occurrences, representations or omissions during the Class Period in connection with, arising out of, or in any way related to the allegations of the Complaint, any violation of law in connection therewith, or any public statements concerning or relating to Just For Feet or the JFF Bonds made by any of the Released Persons. (but excluding any claims to enforce the terms of the Settlement) (the “Settled Claims”).

7. Lead Plaintiffs and the Class Members and their heirs, executors, administrators, predecessors, successors and assigns, are hereby permanently barred and enjoined from instituting, commencing, or prosecuting, either directly, indirectly, derivatively, or in any other capacity, the Settled Claims against the Released Persons. The Settled Claims are hereby compromised, settled, released, discharged, and dismissed on the merits and with prejudice.

8. BAS, on behalf of itself, its heirs, executors, administrators, predecessors, successors, and assigns, hereby releases and forever discharges each Lead Plaintiff, each of the Class Members, and all of their past, present and future parent companies, subsidiaries, divisions, related or affiliated entities, predecessors and successors, their respective present and former directors, officers, partners, principals, members, stockholders, owners, employees, agents, servants, subrogees, insurers and attorneys (including Plaintiffs’ Counsel), and their respective representatives, heirs, executors, spouses, personal representatives, administrators, successors, transferees and assigns, from any and all claims, rights or causes of action or liabilities whatsoever, whether known or unknown, that were or could have been asserted by BAS against such persons or entities in connection with, arising out of, or relating in any way to the

institution, prosecution, or settlement of the Bondholder Action or the Settled Claims (but excluding any claims to enforce the terms of the Settlement) (the “Settled BAS’s Claims”).

9. BAS and its heirs, executors, administrators, predecessors, successors and assigns, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly, indirectly, derivatively, or in any other capacity, the Settled BAS’s Claims against the Class Members, the Lead Plaintiffs, and all of their past, present and future parent companies, subsidiaries, divisions, related or affiliated entities, predecessors and successors, their respective present and former directors, officers, partners, principals, members, stockholders, owners, employees, agents, servants, subrogees, insurers and attorneys (including Plaintiffs’ Counsel), and their respective representatives, heirs, executors, spouses, personal representatives, administrators, successors, transferees and assigns. The Settled BAS’s Claims are hereby compromised, settled, released, discharged and dismissed-on the merits and with prejudice.

10. Pursuant to the Private Securities Litigation Reform Act of 1995, the Court hereby bars all claims for contribution arising out of the Bondholder Action (or arising out of any other action commenced by the Class involving JFF): (a) against the Released Persons; and (b) by the Released Persons against any person or entity other than any person or entity whose liability to Class Members has been extinguished pursuant to the Stipulation of Settlement or this Final Order and Judgment.

11. Any future verdict or judgment by either Lead Plaintiff or one or more Class Members, based on federal claims relating to or arising out of this Bondholder Action or its subject matter, against any other person or entity whose claims for contribution are barred or otherwise rendered unenforceable pursuant to the Stipulation of Settlement or the Final Order and Judgment shall be reduced by the court by the greater of (a) the gross amount paid by BAS,

allocable to such Class Member or Members (before any deduction for legal fees or costs), or (b) any proportionate share of liability found to be borne by BAS; provided, however, that there shall be no such reduction in the amount of proceeds paid to and/or received by Class Members pursuant to either the JFF Individuals' Settlement or the Deloitte Settlement.

12. Any future verdict or judgment by one or more Class members, based on state claims, relating to or arising out of this Bondholder Action or its subject matter, against any other person or entity whose claims for contribution are barred or otherwise rendered unenforceable pursuant to the Stipulation of Settlement or the Final Order and Judgment, shall be reduced by the court in accord with applicable state law; provided, however, that there shall be no such reduction in the amount of proceeds paid to and/or received by Class Members pursuant to the JFF Individuals' Settlement or the Deloitte Settlement.

13. 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.

14. Neither this Final Order and Judgment, the Settlement Stipulation, nor any of the negotiations, documents or proceedings connected with them shall be:

(a) referred or used by anyone against BAS or against Lead Plaintiffs or the Class as evidence of wrongdoing;

(b) construed against BAS or Lead Plaintiffs or the Class as an admission or concession that the consideration to be given hereunder represents the amount that could have been recovered after trial; or

(c) construed as, or received in evidence as, an admission, concession or presumption against the Class or any of them that any of their claims were without merit or that damages recoverable under the Complaint would not have exceeded the Settlement Fund.

15. The Settlement Consideration shall be transferred to the Escrow Agent in accordance with the terms and conditions of the Stipulation of Settlement. Subject to Court order and the terms of the Stipulation, the only Persons who shall have any right to any portion of the Settlement Funds are Class Members, Lead Plaintiffs and Plaintiffs' Counsel.

16. All funds held by the Escrow Agent shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

17. Exclusive jurisdiction is hereby retained over the Settling Parties and the Class Members for all matters relating to this Bondholder Action, including the administration, interpretation, effectuation or enforcement of the Stipulation of Settlement and this Final Order and 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.

18. 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 of Settlement.

19. There is no just reason for delay in the entry of this Final Order and Judgment and immediate entry by the Clerk of the Court is directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

Done this 14th day of December. 2005.



U.W. Clemon
Chief United States District Judge