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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BORIS POZNIAK, Individually and on Behalf of
All Others Similarly Situated, Plaintiff,

vs.

IMPERIAL CHEMICAL INDUSTRIES PLC,
BRENDAN R. O'NEILL and PAUL J.
DRECHSLER, Defendants.

VUAY PURI, Individually and on Behalf of All
Others Similarly Situated, Plaintiff,

vs.

IMPERIAL CHEMICAL INDUSTRIES PLC,
BRENDAN R. O'NEILL and PAUL J.
DRECHSLER, Defendants.

THE ESHE FUND, Individually and on Behalf of
All Others Similarly Situated, Plaintiff,

vs.

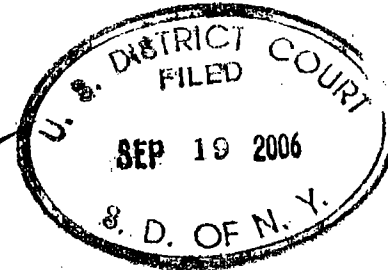
IMPERIAL CHEMICAL INDUSTRIES PLC,
BRENDAN R. O'NEILL and PAUL J.
DRECHSLER, Defendants.

Civil Case No. 1:03cv2457 (NRB)

(All Actions Consolidated Under
This File Number)

Civil Case No. 1:03cv3234 (NRB)

Civil Case No. 1:03cv4138 (NRB)



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ORDER AND FINAL JUDGMENT

On this 18th day of September, 2006, having held a hearing to determine: whether the terms and conditions of the Stipulation and Agreement of Settlement dated May 9, 2006 (the "Stipulation") should be approved as fair, reasonable and adequate to settle the claims raised in the Second Consolidated Amended Class Action Complaint ("Complaint"), including the release of Defendants and the Released Parties, as those terms are defined in the Stipulation; whether judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of Defendants and against all Class Members who have not validly requested exclusion therefrom; whether to approve the Plan of Allocation as a fair and reasonable method to allocate the settlement proceeds among the Class Members; and whether to approve Plaintiffs' Co-Lead

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Counsels' application for an award of attorneys' fees and reimbursement of expenses; whether a Notice of the hearing substantially in the form approved by the Court was mailed to all persons or entities reasonably identifiable, who purchased Imperial Chemical Industries, PLC ("ICI") American Depository Shares ("ADS") listed on the New York Stock Exchange ("NYSE") during the period between August 1, 2002 and March 24, 2003, inclusive (the "Class Period"), except those persons or entities excluded from the definition of the Class; whether 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 and on the Internet pursuant to the specifications of the Court; and having considered all matters raised at the hearing; and all capitalized terms used herein having the meanings as set forth and defined in the Stipulation:

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of the Action, the Plaintiffs, all Class Members, and Defendants.
2. The prerequisites for a class action under Fed. R. Civ. P. 23 (a) and (b)(3) have been satisfied in that: the number of Class Members is so numerous that joinder of all members thereof is impracticable; there are questions of law and fact common to the Class; the claims of the Class Representatives are typical of the claims of the Class they seek to represent; the Class Representatives have and will fairly and adequately represent the interests of the Class; the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. This action is finally certified as a class action pursuant to Fed. R. Civ. P. 23 on behalf of all persons or entities who purchased ICI ADS listed on the New York Stock Exchange between August 1, 2002 to March 24, 2003, inclusive, and who were damaged thereby. Excluded from the Class are Defendants, persons serving as officers and directors of ICI or its subsidiaries during the relevant time period, members of their immediate families, and their legal representatives, heirs, successors or assigns, and/or any entity in which Defendants have or had a controlling interest. Also excluded from the Class are the persons and/or entities who timely and properly requested exclusion from the Class as listed on Exhibit A attached 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 action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23, 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 (the "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 as fair, reasonable and adequate, and the parties are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

6. The Complaint, which was filed on a good faith basis in accordance with the PSLRA and Fed. R. Civ. P. 11 and all publicly available information, is hereby dismissed with prejudice and without costs, except as provided in the Stipulation, as against Defendants.

7. Lead Plaintiffs and all Class Members, on behalf of themselves, their heirs, executors, administrators, successors and assigns, upon the Effective Date of the Settlement, shall be deemed to have released and forever discharged and abandoned, and to have covenanted not to sue and be permanently barred and enjoined from instituting further legal action based upon any and all claims, rights, demands, causes of action, suits, including Unknown Claims, against the Released Parties by any member of the Class (i) that are or were asserted in this Action by the Lead Plaintiffs or the Class Members or any of them against any of the Released Parties, or (ii) that could have been asserted by the Lead Plaintiffs or the Class Members in any forum against any of the Released Parties that arise from, are based upon, or relate to the subject matter of the Action or the factual allegations of the Complaint and that relate to the purchase of ICI ADS during the Class Period, whether any such claim was or could have been asserted by the Lead Plaintiffs, the Class Members or any of them on their own behalf or on behalf of other Class Members (the "Settled Claims") against Defendants, each of their present and former parents, present and former subsidiaries, present and former divisions and affiliates, and each of their respective present or former officers, directors, and employees, and their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, attorneys, insurers, coinsurers and reinsurers (the "Released Parties"). 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. "Settled

Claims” does not mean or include claims, if any, against the Released Parties arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.* (“ERISA”) which are not common to all Class Members.

8. The Released Parties, upon the Effective Date of the Settlement, are hereby permanently barred and enjoined from instituting, commencing or suing based upon any and all claims, including Unknown Claims, rights, demands, causes of action or suits by any Released Party against any of the Lead Plaintiffs, Class Members or their attorneys, which arise out of or relate to the institution, prosecution, or settlement of the Action, except claims arising out of or relating to the obligations of the Lead Plaintiffs, Class Members, or their attorneys embodied in the Stipulation or the implementation or enforcement of the Stipulation or the Settlement of the Action (the “Settled Defendants’ Claims”). The Settled Defendants’ Claims of all the Released Parties 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.

9. 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 Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that had been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that

has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants;

(b) offered or received against Defendants 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 Defendants, or against the Lead Plaintiffs and the Class as evidence of any infirmity in the claims of Lead Plaintiffs and the Class;

(c) offered or received against Defendants or against the Lead Plaintiffs or the Class 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 parties to the Stipulation, 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; provided, however, the Released Parties may refer to the Stipulation to effectuate the liability protection granted them thereunder;

(d) construed against Defendants or the Lead Plaintiffs and the Class 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; or

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

10. 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.

11. The Court finds that all parties and their counsel have complied with each requirement of Fed. R. Civ. P. 11 as to all proceedings herein.

12. Plaintiffs' Co-Lead Counsel on their own behalf and on behalf of Plaintiffs' counsel are hereby awarded 33 1/3 % of the Settlement Fund in fees, which the Court finds to be fair and reasonable, and \$67,057.19 in reimbursement of expenses, which fees and expenses shall be paid directly to Plaintiffs' Co-Lead Counsel from the Settlement Fund with interest from the date the Settlement Amount was paid to the Escrow Agents to the date of payment pursuant to this Order, at the same interest rate earned by the Settlement Fund. Plaintiffs' Co-Lead Counsel shall allocate these fees among Plaintiffs' counsel of record in a fashion and amount that, in their sole discretion, fairly compensates all counsel for their respective contributions to the prosecution of the Action.

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

(a) the settlement has created a fund of \$3,800,000 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' Co-Lead Counsel;

(b) 8,955 copies of the Notice were disseminated to putative Class Members indicating that Plaintiffs' Co-Lead Counsel were moving for attorneys' fees in an amount not to exceed one-third (33⅓%) of the Settlement Fund and for reimbursement of expenses in the approximate amount of \$100,000 and not one objection was filed 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' Co-Lead 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 three 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' Co-Lead Counsel not achieved the Settlement there would remain a significant risk that Lead Plaintiffs and the Class may have recovered less or nothing from Defendants;

(f) Plaintiffs' Co-Lead Counsel have devoted over 2,060 hours, with a lodestar value of \$850,752, 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.

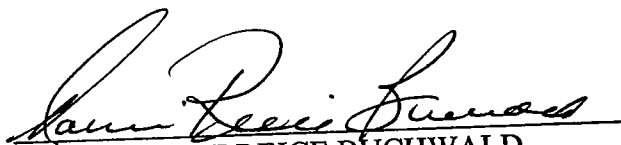
14. Exclusive jurisdiction is hereby retained over the parties, the Class Members, and Plaintiffs' Co-Lead Counsel for all matters relating to this Action, including the administration,

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 members of the Class.

15. 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.

16. 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.

DATED: September 18, 2006


NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 9/18/06

EXHIBIT A

**List of Persons and Entities Excluded from the Class in
Pozniak v. Imperial Chemical Industries, PLC, et al.**

The following persons and entities, and only the following persons and entities, have properly excluded themselves from the Class in Pozniak v. Imperial Chemical Industries, PLC, et al., Civil Action No. 1:03cv2457:

Gene Heldmann 686 W. Colbert Ct. Beverly Hills, Florida 34465	Robert J. Floriani 1817 Yucca Dr. Corona, California 92882-5615
Marjorie Schmale 2274 Johnsarbor Drive W Rochester, New York 14620	