



Class was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

1. The Settlement Agreement and Exhibits attached thereto are hereby incorporated herein as though fully set forth in this Order.

2. Unless otherwise defined herein, all terms shall have the meaning set forth in the Settlement Agreement.

3. The Court approves the Settlement Agreement and its terms, and the Lawsuit is hereby certified as a class action for the purposes of this Settlement Agreement.

4. Current and former Register.com customers who meet the criteria set forth in Paragraph 1.13 of the Settlement Agreement (the "Settlement Class") are eligible to make claims for the benefits provided by the Settlement Agreement.

5. The Court finds that the form and manner of the First Notice given to the members of the proposed Settlement Class was best notice practicable under the circumstances and was given in full compliance with the requirements of due process and CPLR 901 et. seq.

6. The parties have submitted to the Court an exemplar of the second notice to the Settlement Class, which contains a claim form and a release ("Second Notice"). The Court finds that the form and manner of the Second Notice, which shall be distributed in accordance with the provisions set forth in Paragraphs 2.1.1, 2.1.2, and 2.4.1 of the Settlement Agreement no later than 30 calendar days after the Court's approval of this Stipulated Order and Final Judgment, is the best notice practicable under

the circumstances and complies fully with the requirements of due process and CPLR 901 et. seq.

7. Register.com shall establish a fund of two million dollars (\$2,000,000) from which claims made by members of the Settlement Class will be paid (the "Initial Settlement Fund"). Members of the Settlement Class shall be eligible to make claims for a period of 90 days from the date set forth on the Second Notice (the "Claims Period"). The Initial Settlement Fund shall be administered by the Garden City Group, Inc. (the "Claims Administrator"). After the Claims Administrator determines the total number of claimants and has ascertained the validity of their claims, the Claims Administrator shall provide all relevant claims information to the financial institutions involved with the distribution of refunds to eligible members of the Settlement Class. The Claims Administrator shall ensure that all refunds are distributed as soon as it is practicable to do so.

8. In the event that the Initial Settlement Fund is exhausted before the Claims Period expires, Register.com shall deposit up to an additional \$350,000 to pay those claims (the "Augmented Fund"). If the total amount of claims exceeds the amount of money available in the Augmented Fund, refunds will be paid on a pro-rated basis.

9. In the event that the Initial Settlement Fund is not exhausted at the expiration of the Claims Period, the Claims Administrator shall distribute *cy pres* the residual amount that remains in the Initial Settlement Fund (the "*Cy Pres* Funds") in equal shares to Computers for Youth. The Claims Administrator shall distribute the *Cy Pres* Funds no later than five business days after refunds are distributed to members of the Settlement Class.

10. Each member of the Settlement Class who receives a refund check as a result of submitting a claim pursuant to this Settlement hereby releases all claims relating to Register.com's automatic renewal of the registrations for domain names that Register.com initially registered before January 4, 2001, including all causes of action asserted in the Complaint and the Amended Complaint filed in this Lawsuit (the "Settled Claims"), against Register.com, along with each of its past, present and future stockholders, parents (including intermediate and ultimate parents), subsidiaries, affiliates, divisions, predecessors, successors and assigns; each of its past, present, and future officers, directors, agents, employees, servants, attorneys, underwriters and insurers; each of their past, present and future vendors, including all wholesale and/or retail distributors of Register.com's services, advertising agents, public relations agents, and media consultants; and any other person or legal entity in privity with any of them.

11. Plaintiff, Class Counsel, and all members of the Settlement Class who receive a refund check as a result of submitting a claim pursuant to this Settlement, either directly, individually, derivatively, representatively or in any other capacity, are permanently barred and enjoined from instigating, instituting, commencing, asserting, prosecuting, continuing or participating in any way in the maintenance of any of the Settled Claims in any court or tribunal of this or any other jurisdiction. Notwithstanding the foregoing, Class Counsel, Register.com, and the members of the Class retain the authority to file a petition to enforce the Court-approved Settlement in this Court exclusively.

12. Register.com is granted a general release from members of the Settlement Class from any future class action involving any of the Settled Claims. The general release does *not* extend to individual (non-class action) lawsuits.

13. The Court, having reviewed Class Counsel's application, awards Class Counsel attorneys' fees and reimbursement of expenses in the total amount of \$ 598,481.78, to be paid from the Initial Settlement Fund, which sum the Court finds to be fair and reasonable.

14. This Lawsuit is dismissed with prejudice as to plaintiff Brian Wornow.

15. The Court directs Register.com to file with the Court within thirty (30) days of completion of the distribution of refunds to eligible Settlement Class Members and, if applicable, distribution of the *Cy Pres* Funds, proof, by affidavit or affirmation, of the distribution of the Second Notice, and procedures implemented by the Claims Administrator in administering the refund and distribution process.

16. Without affecting the finality of this Final Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

ENTER:



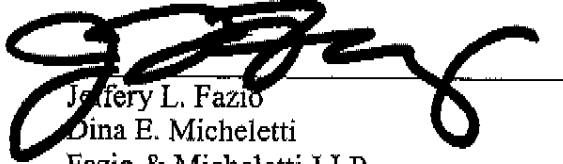
Charles E. Ramos  
Justice of the Supreme Court  
Dated: ~~December~~ 2004

*Jan 24, 2005*

Clerk of Court  
Dated: \_\_\_\_\_, 2004

5 CHARLES E. RAMOS

It is so stipulated by the parties this 20<sup>th</sup> day of January 2005.



Jeffery L. Fazio  
Dina E. Micheletti  
Fazio & Micheletti LLP  
1900 South Norfolk Street, Suite 350  
San Mateo, California 94403  
(650) 577-2380



Kenneth A. Plevan  
Adam Michael Becker  
Skadden, Arps, Slate, Meagher  
& Flom LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Stanley M. Grossman, Esq.  
John Balestriere, Esq.  
Pomerantz Haudek Block  
Grossman & Gross, LLP  
100 Park Avenue  
New York, New York 10022  
(212) 661-1100

*Attorneys for Defendant  
Register.com, Inc.*

*Attorneys for Plaintiff Brian Wornow  
on behalf of himself and all others similarly  
situated*