

EXHIBIT A

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

KENNETH S. REYNOLDS,

Plaintiff,

v.

Civil Action No. 01-C-538
(Judge Bloom)

A&I COMPANY, GRANITE STATE
INSURANCE COMPANY, NEW
HAMPSHIRE INSURANCE COMPANY,
TRAVELERS INSURANCE COMPANY,
AMERICAN MOTORISTS INSURANCE
COMPANY, OHIO FARMERS
INSURANCE COMPANY and
SCOTTSDALE INSURANCE COMPANY,

Defendants.

**ORDER OF FINAL JUDGMENT
AND DISMISSAL AS TO TRAVELERS AND
THE AIG COMPANIES**

This matter having come before the Court for hearing, pursuant to the Order of this Court, dated _____, 2005, on the application of the Settling Parties for approval of the settlement (the "Settlement") set forth in the Stipulation of Settlement dated as of March ____, 2005 (the "Stipulation"), and due and adequate notice having been given to the Settlement Class (as defined in the Stipulation) 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 Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Reynolds Action and over the Settlement Class Members.

3. The notice given to the Settlement Class of the Settlement and the other matters set forth in the Stipulation was the best notice practicable under the circumstances. Said notice provided due and adequate notice of these proceedings and of the matters set forth in the Stipulation, including the proposed Settlement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the West Virginia Rules of Civil Procedure and due process.

4. Pursuant to Rule 23 of the West Virginia Rules of Civil Procedure, this Court hereby approves the Settlement as set forth in the Stipulation, 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 Stipulation.

5. This Court hereby dismisses the Reynolds Action in its entirety as to Travelers and the AIG Companies with prejudice and without costs.

6. Upon the Effective Date, the Representative Plaintiff and each Settlement Class Member, 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 Representative Plaintiff or Settlement Class Member ever seeks or obtains by any means any distribution from the Settlement Fund, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Claims

arising out of or related to the transactions and occurrences that were alleged, or could have been alleged against Travelers and the AIG Companies in the Reynolds Action and shall have covenanted not to sue Travelers and the AIG Companies with respect to all such Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Claims against Travelers and the AIG Companies.

7. Each and every Person (including, but not limited to, all other Defendants in the Reynolds Action) is permanently enjoined, barred and restrained from asserting any claim or commencing any action for indemnity, contribution, damages or otherwise against Travelers and the AIG Companies, arising out of or related to the transactions and occurrences that were alleged, or could have been alleged, in the Reynolds Action (whether arising under federal, state or foreign law and regardless of where asserted). Any person so enjoined and barred shall be entitled to an appropriate judgment reduction to be determined by the Court.

8. Upon the Effective Date, all obligations of Travelers and the AIG Companies to the Representative Plaintiff 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 Representative Plaintiff and the Settlement Class Members in the Reynolds Action shall be fully, finally, and forever discharged, and all Persons shall be permanently barred and enjoined from instituting, prosecuting, pursuing or litigating 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) any such obligations.

9. This Judgment is a final judgment in the Reynolds Action as to all Claims among Travelers and the AIG Companies, on the one hand, and the Representative Plaintiff and all

Settlement Class Members, on the other. This Court finds, for purposes of Rule 54(b) of the West Virginia Rules of Civil Procedure, that there is no just reason for delay and expressly directs entry of judgment as set forth herein.

10. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over (a) implementation of the Settlement; and (b) all other proceedings related to the implementation and enforcement of the terms of the Stipulation and/or the Settlement. The time to appeal from this Judgment shall commence upon its entry.

11. In the event that the Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated, *nunc pro tunc*, and the provisions of ¶ 4.4 of the Stipulation shall apply.

12. 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.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE LOUIS H. BLOOM
CIRCUIT JUDGE