

APPENDIX B

IN THE CIRCUIT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

In re FLORIDA MICROSOFT
ANTITRUST LITIGATION

GENERAL JURISDICTION DIVISION

Case No. 99-27340 CA 11

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

WHEREAS, Lead Counsel for the Florida Settlement Class (as defined in the Settlement Agreement dated April 1, 2003) have applied for an order preliminarily approving the terms and conditions of the settlement as set forth in the Settlement Agreement together with the Appendices annexed thereto;

WHEREAS, the settlement requires, among other things, that All Claims (as defined in the Settlement Agreement) against Microsoft be settled and compromised;

WHEREAS, Microsoft has separately joined in this application; and

WHEREAS, this Court having considered the Settlement Agreement and Appendices annexed thereto;

NOW, THEREFORE, pursuant to Florida Rules of Civil Procedure 1.220, it is hereby ORDERED that:

1. The terms defined in the Settlement Agreement are incorporated herein.
2. The Court appoints _____, a competent firm experienced in the administration of large-scale class action settlements, as the Settlement Administrator. The Settlement Administrator shall be responsible for receiving opt out communications from the Florida Settlement Class.

3. The Court preliminarily approves the settlement as set forth in the Settlement Agreement, subject to the right of any member of the Florida Settlement Class to challenge the fairness, reasonableness or adequacy of the Settlement Agreement and to show cause, if any exists, why a final judgment dismissing All Claims should not be ordered after due and adequate notice to the Florida Settlement Class as set forth in the Settlement Agreement and after a hearing on final approval.

4. Any member of the Florida Settlement Class can request exclusion from ("opt out" of) the settlement, as set forth in the Settlement Agreement, on or before 60 days from the Notice Ending Date. Each member of the Florida Settlement Class wishing to opt out of the Florida Settlement Class must individually sign and submit timely written notice to the designated P.O. Box obtained by the Settlement Administrator. This written Notice must clearly manifest an intent to be excluded from the Florida Settlement Class. To be effective, written notice must be postmarked on or before 60 days from the Notice Ending Date.

5. As of the date hereof, all discovery in this litigation shall be stayed and suspended until further order of the Court, except as may be necessary to implement the settlement or comply with the terms of the Settlement Agreement.

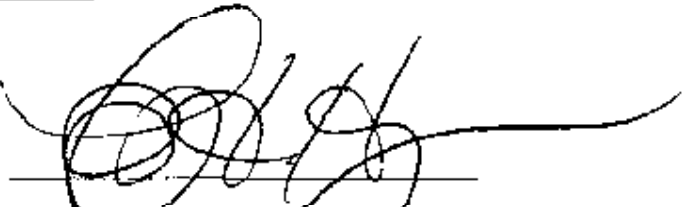
6. All protective orders in force as of the date of this Order are hereby amended to apply to, cover, protect and treat all materials and information provided by Microsoft in connection with this settlement (including but not limited to information with respect to the potential or actual members of the Florida Settlement Class) in the same manner as "Highly Confidential" discovery materials.

7. The Court hereby schedules a hearing to occur on November 24, 2003, at 9:00 a.m. in Courtroom 8-2 at the Miami-Dade County Courthouse, _____ to determine whether (a) the proposed settlement as set forth in the Settlement Agreement, should be finally approved as fair, reasonable and adequate pursuant to Florida Rules of Civil Procedure 1.220, (b) an Order of Approval approving the Settlement Agreement and a Final Judgment

should be entered; and (c) the application of Lead Counsel for the Florida Settlement Class for an award of attorneys' fees, costs and expenses of litigation in this matter should be approved. No later than 20 days before the hearing, all relevant briefs and papers shall be filed and served by objectors or persons other than the parties. No later than seven days before the hearing, all relevant briefs and papers shall be filed and served by the parties.

8. Neither this Order, the Settlement Agreement, the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or settlement is or may be used as an admission or evidence (a) of the validity of any claims, alleged wrongdoing or liability of Microsoft; or (b) of any fault or omission of Microsoft in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

ENTERED this 15th day of April, 2003.


The Hon. **HENRY H. HARNAGE**
CIRCUIT COURT JUDGE