

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

IN RE MUTUAL FUNDS)	MDL-1586
INVESTMENT LITIGATION)	
Columbia sub-track)	Case No. 04-md-15863
)	

**STIPULATION OF SETTLEMENT WITH THE COLUMBIA DEFENDANTS AND
DEFENDANT BANK OF AMERICA**

This Stipulation of Settlement (the “Stipulation”) is dated and executed as of September 14, 2007. This Stipulation is made and entered into by and among the Settling Parties (as defined herein), by and through their undersigned attorneys of record. This Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge, release and settle the Released Claims (as defined herein) as against the Released Parties (as defined herein).

1. Definitions

As used in this Stipulation, the following terms have the meanings specified below:

1.1 “Bank of America” means Bank of America Corporation and its subsidiary Banc of America Securities LLC.

1.2 “Bear Stearns” means Bear Stearns Securities Corporation and Bear Stearns & Co. Inc.

1.3 “Class” means a class, for which Lead Class Plaintiff shall seek class certification for settlement purposes only, consisting of all persons and entities who, during the period November 1, 1998 through February 25, 2004, inclusive, purchased and/or held shares in any of the Columbia Mutual Funds (as defined herein). Excluded from the Class are: (i) any and all

defendants named in any action that is part of the Columbia Subtrack of MDL-1586; (ii) for defendants who are natural persons, members of their immediate families (parents, spouses (current or former), siblings, and children), their heirs, successors or assigns, and any person acting on their behalf for purposes of collecting a payment under this Settlement; (iii) for defendants that are legal entities, their parents, subsidiaries, affiliates, successors or assigns; (iv) any entity in which any defendant has, or during the Class Period had, a controlling interest; and (v) all Columbia portfolio managers during the Class Period (defined as the person or persons with primary responsibility for the day-to-day management of the investment portfolio of a Columbia Mutual Fund during the Class Period).

1.4 “Class Period” means the period from (and including) November 1, 1998 through (and including) February 25, 2004.

1.5 “Class Member” means any member of the Class.

1.6 “Columbia Defendants” means Columbia Management Group, Inc. (n/k/a Columbia Management Group, LLC), Columbia Management Advisors, Inc. (n/k/a Columbia Management Advisors, LLC), Columbia Wanger Asset Management, L.P., Columbia Funds Distributor, Inc. (n/k/a Columbia Management Distributor, Inc.), Columbia Funds Services, Inc. (n/k/a Columbia Management Services, Inc.), the Columbia Trusts and Registrants, the Columbia Mutual Funds, the Columbia Settling Trustees, Joseph Palombo, Stephen E. Gibson, James Tambone, and Louis Tasiopoulos.

1.7 “Columbia Mutual Funds” means all of the mutual funds or series of mutual funds issued or housed by the Columbia Trusts and Registrants, including, without limitation, the following: Columbia Acorn Trust (f/k/a Liberty Acorn Trust (f/k/a Acorn Investment Trust)),

the Columbia Acorn Fund (f/k/a Liberty Acorn Fund), the Columbia Acorn International Fund (f/k/a Liberty Acorn International Fund), the Columbia Acorn International Select Fund (f/k/a Liberty Acorn Foreign Forty Fund), Columbia Funds Trust I (f/k/a Liberty Funds Trust I (f/k/a Colonial Trust I)), Columbia High Yield Opportunity Fund (f/k/a Liberty High Yield Securities Fund), Columbia Strategic Income Fund (f/k/a Liberty Strategic Income Fund), Columbia Tax-Managed Growth Fund (f/k/a Liberty Tax-Managed Growth Fund) (which merged, on September 22, 2006, into Columbia Large Cap Growth Fund, a series of Columbia Funds Series Trust I), Columbia Funds Trust II (f/k/a Liberty Funds Trust II (f/k/a Colonial Trust II)), Columbia Newport Japan Opportunities Fund (f/k/a Liberty Newport Japan Opportunities Fund) (which was liquidated on December 5, 2003), Columbia Funds Trust III (f/k/a Liberty Funds Trust III (f/k/a Colonial Trust III)), Columbia Federal Securities Fund (f/k/a Liberty Federal Securities Fund, which acquired Liberty Intermediate Government Fund on November 4, 2002), Columbia Liberty Fund (f/k/a Liberty Fund), Columbia Mid Cap Value Fund (f/k/a Liberty Select Value Fund, which merged, on September 16, 2005, into Columbia Mid Cap Value Fund (f/k/a Nations Mid Cap Value Fund)), Columbia World Equity Fund (f/k/a Columbia Global Equity Fund (f/k/a Liberty Newport Global Equity Fund, a series of Liberty Funds Trust III)), Columbia Funds Trust IV (f/k/a Liberty Funds Trust IV (f/k/a Colonial Trust IV)), Columbia Tax-Exempt Fund (f/k/a Liberty Tax-Exempt Fund), Columbia Funds Trust V (f/k/a Liberty Funds Trust V (f/k/a Colonial Trust V)), Columbia California Tax-Exempt Fund (which acquired Liberty California Tax-Exempt Fund, a series of Liberty Stein Roe Funds Municipal Trust, on October 13, 2003), Columbia Massachusetts Tax-Exempt Fund (f/k/a Liberty Massachusetts Tax-Exempt Fund), Columbia Funds Trust VI (f/k/a Liberty Funds Trust VI (f/k/a Colonial Trust VI)), Columbia Growth & Income Fund (f/k/a Liberty Growth & Income Fund) (which merged,

on September 16, 2005, into Columbia Value Fund (f/k/a Nations Value Fund)), Columbia Newport Asia Pacific Fund (f/k/a Liberty Newport Asia Pacific Fund) (which was liquidated on December 10, 2004), Columbia Funds Trust VII (f/k/a Liberty Funds Trust VII (f/k/a Colonial Trust VII)), Columbia Europe Fund (f/k/a Liberty Newport Europe Fund) (which was liquidated on December 10, 2004), Columbia Newport Tiger Fund (f/k/a Liberty Newport Tiger Fund) (which merged, on October 10, 2005, into Columbia International Stock Fund, Inc.), Columbia Funds Trust VIII (f/k/a Liberty Stein Roe Funds Income Trust (f/k/a Stein Roe Income Trust)), Columbia Income Fund (f/k/a Stein Roe Income Fund), Columbia Intermediate Bond Fund (f/k/a Liberty Intermediate Bond Fund (f/k/a Stein Roe Intermediate Bond Fund)), Columbia Funds Trust XI (f/k/a Liberty-Stein Roe Funds Investment Trust (f/k/a Stein Roe Investment Trust)), Columbia Disciplined Value Fund (f/k/a Liberty Equity Value Fund, which acquired Galaxy Equity Value Fund, a series of the Galaxy Fund, on November 15, 2002), Columbia Growth Stock Fund (f/k/a Liberty Growth Stock Fund (f/k/a Stein Roe Growth Stock Fund)) (which merged, on March 27, 2006, into Columbia Large Cap Growth Fund (f/k/a Liberty Equity Growth Fund, which acquired Galaxy Equity Growth Fund, a series of the Galaxy Fund, on November 15, 2002)), Columbia Common Stock Fund (f/k/a Columbia Large Cap Core Fund and f/k/a Liberty Growth & Income Fund (which acquired Galaxy Growth & Income Fund, a series of The Galaxy Fund on July 29, 2002)), Columbia Small Company Equity Fund (f/k/a Liberty Small Company Equity Fund, which acquired Galaxy Small Company Equity Fund on November 15, 2002), Columbia Young Investor Fund (which merged, on September 25, 2006, into Columbia Strategic Income Fund, a series of Columbia Funds Series Trust I), Columbia Small Cap Core Fund (f/k/a Columbia Small Cap Fund), Columbia High Yield Fund (f/k/a Columbia High Yield Fund, Inc.), Columbia International Stock Fund (f/k/a Columbia

International Stock Fund, Inc.) (which acquired Stein Roe International Fund and Newport International Equity Fund on November 1, 2002 and Columbia International Equity Fund on March 18, 2005), Columbia Mid Cap Growth Fund (f/k/a Columbia Special Fund, Inc., f/k/a Columbia Mid Cap Growth Fund, Inc. (which acquired Liberty Stein Roe Capital Opportunities Fund on October 18, 2002)), and Liberty Variable Investment Trust, Newport Tiger Fund, Variable Series (which was liquidated on September 18, 2005).

1.8 “Columbia Settling Trustees” means Margaret M. Eisen, Leo A. Guthart, Jerome Kahn, Jr., Steven Kaplan, David C. Kleinman, Allan B. Muchin, Robert E. Nason, John A. Wing, Charles P. McQuaid, Ralph Wanger, Douglas A. Hacker, Janet Langford Kelly, Richard W. Lowry, Charles R. Nelson, John J. Neuhauser, Patrick J. Simpson, Thomas E. Stitzel, Thomas C. Theobald, Anne-Lee Verville, Richard L. Woolworth, and William E. Mayer.

1.9 “Columbia Trusts and Registrants” means the Columbia Acorn Trust, each of the registered investment companies referred to collectively as the Columbia Funds trusts, and all other registered investment companies using or formerly using the name Columbia whose shares were sold to the public during the Class Period, including, without limitation: Columbia Acorn Trust, Columbia Funds Trust I, Columbia Funds Trust II, Columbia Funds Trust III, Columbia Funds Trust IV, Columbia Funds Trust V, Columbia Funds Trust VI, Columbia Funds Trust VII, Columbia Funds Trust VIII, Columbia Funds Trust XI, Columbia High Yield Fund, Inc., Columbia International Stock Fund, Inc., Columbia Mid Cap Growth Fund, Inc., and Columbia Liberty Variable Investment Trust.

1.10 “Effective Date” means the date on which the Settlement becomes effective according to the terms of Section 3.5 herein.

1.11 “Final” with respect to an order and/or judgment, including the Order and Final Judgment, and the Class Certification Order and Bar Order referred to in Section 3.5 of this Stipulation, means that such order and/or judgment has been entered by the U.S. District Court for the District of Maryland (the “Court”), that the order and/or judgment has not been amended or modified on re-argument, re-consideration or appeal (or, in the case of the Preliminary Approval Order or the Order and Final Judgment, none of the parties hereto have timely and properly terminated the Settlement in accordance with the terms of this Stipulation by reason of any amendment or modification), and the order and/or judgment is no longer subject to review, reconsideration or appeal. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any plan of allocation and/or application for attorneys’ fees, costs or expenses, shall not in any way delay or preclude an order and/or judgment from becoming Final.

1.12 “Final Settlement Hearing” means that final hearing to be held by the Court to determine, among other things, whether the Settlement proposed by this Stipulation should be finally approved as fair, reasonable and adequate and whether the Order and Final Judgment should be entered.

1.13 “Lead Class Counsel” means the law firm of Milberg Weiss LLP.

1.14 “Lead Class Plaintiff” means Jackie Williams, who was appointed lead class plaintiff by the Court by order dated July 27, 2004.

1.15 “Lead Fund Derivative Counsel” means the law firm of Wolf Haldenstein Adler Freeman & Herz LLP.

1.16 “Lead Plaintiffs” means the Lead Class Plaintiff and Harold Beardsley, Brad Smith, Edward and Iris Segel, Virginia Wilcox, Pamela Yameen, Barbara Cordani, Mayer and Morris Sutton, George Slabe, as Custodian for Jo D. Slabe UGMA, Grace Nugent and David Armetta.

1.17 “Named Brokers” means Kaplan & Company Securities, Inc., Cantella & Co., Inc., Ryan Goldberg, Michael Grady, Schield Management Company, Prudential Securities, Inc., Aurum Securities Corp., Trautman Wasserman & Company, Inc., and Pritchard Capital Partners, LLC.

1.18 “Named Traders” means Ilytat, L.P., Ritchie Capital Management, Inc., Daniel G. Calugar, Security Brokerage, Inc., D.R. Loeser & Co., Inc., Signalert Corporation, Tandem Financial Services, Inc., Samaritan Asset Management, Edward J. Stern, Canary Capital Partners, LLC, Canary Investment Management, LLC, and Canary Capital Partners, Ltd.

1.19 “Net Settlement Fund” means the Settlement Payment Amount referred to in Section 2.1 below, plus any income or interest earned thereon, less taxes and any expenses and costs incurred in connection with the taxation of the Settlement Payment Amount (including, without limitation, expenses of tax attorneys and accountants) (collectively “Taxes”), less such attorneys’ fee and expenses referred to in Section 5 below as are awarded by the Court. The balance after the above additions and deductions shall be the “Net Settlement Fund.”

1.20 “Non-Settling Defendants” means Ilytat, L.P., Ritchie Capital Management, Inc., Daniel G. Calugar, Security Brokerage, Inc., D.R. Loeser & Co., Inc., Signalert Corporation, Tandem Financial Services, Inc., Prudential Securities, Inc., Kaplan & Company Securities, Inc., Cantella & Co., Inc., Ryan Goldberg, Michael Grady, Schield Management Company, Samaritan

Asset Management, Edward J. Stern, Canary Capital Partners, LLC, Canary Investment Management, LLC, Canary Capital Partners, Ltd., Aurum Securities Corp., Trautman Wasserman & Company, Inc., Pritchard Capital Partners, LLC, Bear Stearns, and STC.

1.21 “Notice” means a notice of the proposed Settlement and of the Final Settlement Hearing to be provided to the Class Members, the form of which is to be agreed upon by the parties to this Stipulation and approved by the Court as part of the preliminary approval process.

1.22 “Order and Final Judgment” means the order of the Court, a proposed form of which shall be submitted to the Court by the Settling Parties, that shall approve the Settlement, including the release of all Released Claims against all Released Parties by all Releasing Plaintiff Parties and containing the terms required herein for the Order and Final Judgment.

1.23 “Preliminary Approval Order” means an order, the form of which is to be agreed upon by the Settling Parties, preliminarily approving the Settlement and approving a Notice and a plan for distributing the Notice.

1.24 “Released Claims” means, collectively, any and all claims, rights, demands, charges, complaints, actions, suits, liabilities and causes of action, whether known or unknown (including Unknown Claims), whether suspected or unsuspected, whether accrued or un-acrued, and whether direct, derivative or brought in any other capacity, that the Releasing Plaintiff Parties had, have now, or may have against the Released Parties arising under the laws, regulations or common law of the United States of America, any state or political subdivision thereof, or any foreign country or jurisdiction, that concern or relate in any way, whether directly or indirectly, to excessive or short-term trading, market-timing, and/or late-trading in the Columbia Mutual Funds and/or the valuation or pricing of the Columbia Mutual Funds,

including, without limitation, all claims that were brought by the Releasing Plaintiff Parties or that could have been brought based on allegations that the Released Parties allowed, failed to prevent, cleared, brokered, financed, facilitated, subjected investors to, or were otherwise involved in such trading (all only to the extent of such trading in the Columbia Mutual Funds), and including, without limitation, claims for compensatory damages, whether direct or consequential, punitive damages, treble damages, penalties, injunctive or equitable relief, declaratory relief, rescission, disgorgement, restitution or the return or forfeiture of advisory, management, or other fees. The Released Claims include, without limitation:

(a) all of the claims that were brought against any of the Released Parties in the Columbia Consolidated Amended Class Action Complaint and the Columbia Consolidated Amended Fund Derivative Complaint, both of which were filed on September 29, 2004 in the Columbia sub-track in MDL-1586.

(b) claims that the manner in which the shares of some or all of the Columbia Mutual Funds were priced or valued exposed the funds and their shareholders to harm from market-timing, late-trading or short term or excessive trading.

(c) all of the claims brought against any of the Released Parties in the complaints filed in or transferred to the Columbia sub-track in MDL-1586, including all of the claims asserted in *Delaventura v. Columbia Acorn Trust, et al.*, No. 05-CV-1093, and *Kelso v. Columbia Acorn Trust, et al.*, No. 03-CV-769, and all of the claims asserted in *Vogeler v. Columbia Acorn Trust, et al.*, No. 03 L 1550 (originally filed in the Circuit Court, Third Judicial Circuit, Madison County, Illinois).

(d) Notwithstanding the foregoing, Released Claims do not include the claims asserted in the Consolidated Amended Class Action Complaint in *In re Columbia Entities Litigation*, Master File 04-11704(MBB) (D. Mass.).

(e) Released Claims do not include any claims against the Non-Settling Defendants.

1.25 “Released Defendants’ Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Columbia sub-track in MDL-1586 or any forum by the Settling Defendants or any of them or the successors and assigns of any of them against any of the Lead Plaintiffs, Class Members or their attorneys that arise out of or relate in any way to the institution, prosecution, or settlement of the Columbia sub-track in MDL-1586 (except for claims to enforce the Settlement).

1.26 “Released Parties” means:

(a) Bank of America Corporation and all of its present and former affiliates and subsidiaries, including, without limitation, all present and former affiliates and subsidiaries of FleetBoston Financial Corporation, including, without limitation, Columbia Management Group, Inc., Columbia Management Advisors, Inc., Columbia Wanger Asset Management, L.P., Columbia Funds Distributor, Inc., and Columbia Funds Services, Inc., and Banc of America Securities, LLC and all of their predecessors, successors and assigns, and all of those entities’ present and former employees, officers, directors, trustees, members, partners, managers, agents, and counsel;

(b) all the Columbia Mutual Funds and Columbia Trusts and Registrants and all of their predecessors, successors and assigns, and all of those entities' present and former employees, officers, directors, trustees, members, partners, managers, agents, and counsel;

(c) all the Columbia Settling Trustees and each of their families, heirs, spouses, successors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, related or affiliated entities, or any trust of which any of the Columbia Settling Trustees are the settlers or which is for the benefit of any family member or any of the Columbia Settling Trustees;

(d) all other entities that provided advisory, distribution, management, administration or other services to the Columbia Mutual Funds during the Class Period, and all of those entities' present and former employees, officers, directors, trustees, members, partners, managers, agents, and counsel, but only with respect to such services performed for the Columbia Mutual Funds, and not with respect to any services provided for any funds other than the Columbia Mutual Funds.

(e) all Columbia Defendants not covered by subsections (a) through (d) of this section, if any, and all of their present and former employees, officers, directors, trustees, members, partners, managers, agents, counsel, predecessors, successors and assigns or, in the case of individuals, each of their families, heirs, spouses, successors, general or limited partners or partnerships, personal or legal representatives, estates, administrators, related or affiliated entities.

“Released Parties” does not mean or include any of the Non-Settling Defendants.

1.27 “Releasing Defendant Parties” means each of the Settling Defendants, on behalf of themselves and the other Released Parties (to the extent that the Settling Defendants or any of them are authorized to bind or act for such Released Parties). “Releasing Defendant Parties” also means and includes any Released Parties who are not Settling Defendants (and who are not bound by the authority or acts of any of the Settling Defendants) but who avail themselves of the releases provided by this Settlement. In the event that any of the Released Parties who is not bound by the authority or actions of the Settling Defendants herein asserts against the Lead Class Plaintiff, or any Class Member or their respective counsel, any claim that is a Released Defendants’ Claim, then Lead Class Plaintiff, such Class Member or counsel shall be entitled to use and assert such factual matters included within the Released Claims only against such Released Party in defense of such claim but not for the purposes of asserting any claim affirmatively against any Released Party.

1.28 “Releasing Plaintiff Parties” means (i) Lead Plaintiffs and all Class Members, and with respect to natural persons who are Class Members, their present or past heirs, executors, administrators, successors and assigns, and with respect to legal entities other than natural persons, their predecessors, successors and assigns, and (ii) the Columbia Mutual Funds and Columbia Trusts and Registrants, and all of their respective predecessors, successors and assigns.

1.29 “Settlement” means the agreement reflected in this Stipulation.

1.30 “Settlement Administrator” means an entity selected by the parties to the Settlement with the responsibilities set forth in Section 4 below.

1.31 “Settling Defendants” means Bank of America Corporation, Banc of America Securities, LLC, Columbia Management Group, LLC, Columbia Management Services, Inc.,

Columbia Management Distributor, Inc., Columbia Wanger Asset Management, L.P., Columbia Management Advisors, LLC, the Columbia Settling Trustees, the Columbia Trusts and Registrants, and the Columbia Mutual Funds.

1.32 “Settling Parties” means, collectively, all parties to this Stipulation.

1.33 “STC” means AST Trust Co., Security Trust Company, N.A., and Grant D. Seeger.

1.34 “Unknown Claims” means any and all Released Claims which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Defendants’ Claims which any Settling Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the parties stipulate and agree that upon the Effective Date, the Lead Plaintiffs and the Settling Defendants shall expressly waive, and each Class Member and Released Party shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and Settling Defendants acknowledge, and Class Members and Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a key element of the Settlement.

2. Consideration, Releases and Assignments

2.1 MDL-1586 (Columbia sub-track) Settlement Payment Amount: The MDL-1586 (Columbia sub-track) Settlement Payment Amount is \$9.6 million. On June 7, 2006, Bank of America placed this amount into an escrow account that is jointly controlled by Lead Class Counsel, Lead Fund Derivative Counsel and Bank of America.

2.2 Dismissal: All Released Claims brought by or on behalf of the Releasing Plaintiff Parties against the Released Parties in any case or complaint transferred to or filed in MDL-1586 (including the Delaventura and Kelso cases) and in Vogeler v. Columbia Acorn Trust, et. al, No. 03 L 1550 are to be dismissed with prejudice.

2.3 Releases: Upon the Effective Date and by operation of the Order and Final Judgment, the Releasing Plaintiff Parties: (i) shall be conclusively deemed to have fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties; (ii) shall be conclusively deemed to have covenanted not to sue the Released Parties in any action alleging any claim that is a Released Claim; (iii) shall be conclusively deemed to have covenanted not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Released Parties relating to any Released Claim, including any derivative suit, and (iv) shall forever be enjoined and barred from asserting the Released Claims against any Released Party in any action or proceeding of any nature. Upon the Effective Date

and by operation of the Order and Final Judgment, the Releasing Defendant Parties shall be conclusively deemed to have fully, finally and forever released, relinquished, and discharged each and every of the Released Defendants' Claims, and shall forever be enjoined from prosecuting the Released Defendants' Claims against Lead Plaintiffs, all Class Members and their counsel.

2.4 Assignment of Claims Against the Named Traders: Subject to the Effective Date having occurred, the Columbia Mutual Funds and the Columbia Trusts and Registrants will assign their claims relating to the subject matter of MDL-1586 against the Named Traders to Lead Plaintiffs, as assignees, to pursue, settle, compromise or dismiss, for the benefit of the Columbia Mutual Funds and/or the Class Members provided that: (1) the assigned claims may only be asserted in MDL-1586 or a transferor court (in the event that a MDL case or an action transferred herein is re-transferred to the originating court, the assigned claims may be asserted in the originating court); (2) in any settlement with such entities, such settlement to be subject to Court approval, Lead Plaintiffs obtain a full release by such entities of any claims they may have against the Released Parties; and (3) in any settlement with such entities, such settlement to be subject to Court approval, the then-current trustees of the Columbia Mutual Funds consent to the settlement (including to the corresponding plan of allocation or any part thereof as it relates to the distribution of funds to Columbia Mutual Funds or their shareholders), provided that such consent shall not be unreasonably withheld. Should any of the Named Traders pursue claims against any of the Released Parties arising out of such assigned claims, Lead Plaintiffs will reduce or modify, up to the full extent of such claims, their claims against the Named Traders, or awards of damages arising out of such claims, to the extent necessary to eliminate the Named Traders' claims against the Released Parties. Subject to the Effective Date having occurred, the

Columbia management, advisor, and distributor defendants (including Columbia Management Group, Inc., Columbia Management Advisors, Inc., Columbia Wanger Asset Management, L.P., Columbia Funds Distributor, Inc., and Columbia Funds Services, Inc.) will assign their claims relating to the subject matter of MDL-1586 against the Named Traders to Lead Plaintiffs, as assignees, effective upon execution by Lead Plaintiffs of a settlement with any such Named Traders that includes a settlement of the assigned claims (such assignment to be subject to the Court's final approval of that settlement), provided that such Named Traders(s) agree to give a full release of all claims back to the Released Parties.

2.5 Assignment of Claims Against the Named Brokers: Subject to the Effective Date having occurred, the Columbia Mutual Funds, the Columbia Trusts and Registrants and the Columbia management, advisor, and distributor defendants will assign their claims relating to the subject matter of MDL-1586 against any or all of the Named Brokers to Lead Plaintiffs, as assignees, effective upon execution by Lead Plaintiffs of a settlement with such Named Broker(s) that includes a settlement of the assigned claims (such assignment to be subject to the Court's final approval of that settlement), provided that: (1) such Named Broker(s) agree to give a full release of all claims relating to the Released Claims back to the Released Parties; and (2) the then-current trustees of the Columbia Mutual Funds consent to the settlement, provided that such consent shall not be unreasonably withheld.

3. Approval and Effective Date

3.1 Court Approval: This Settlement is contingent upon preliminary and final Court approval, including certification of the Class for settlement purposes. The Settling Parties agree to use their best efforts to obtain preliminary and final Court approval.

3.2 Preliminary Approval Order: The Settling Parties shall move the Court for entry of the Preliminary Approval Order, which shall schedule the Final Settlement Hearing and provide for, among other things: (a) preliminary approval of the Settlement; (b) preliminary injunction of the Releasing Plaintiff Parties, and anyone who acts or purports to act on their behalf, from bringing any Released Claims against any Released Party; (c) preliminary certification of the Class for settlement purposes only; and (d) approval of the Notice and the plan for distributing the Notice.

3.3 Contribution and Indemnification: The Releasing Plaintiff Parties agree to give any non-settling defendant (including, without limitation, the Non-Settling Defendants), whether named now or named later, the benefit of a judgment reduction or offset equal to the greater of: (a) the MDL-1586 (Columbia sub-track) Settlement Payment Amount; or (b) the Released Parties' percentage of fault (relating only to excessive or short term trading, market-timing or late trading in the Columbia Mutual Funds, as opposed to any other mutual funds). In the event that the Releasing Plaintiff Parties obtain a judgment against a non-settling defendant (including, without limitation, the Non-Settling Defendants) (such judgment relating only to excessive or short term trading, market-timing or late trading in the Columbia Mutual Funds, as opposed to any other mutual funds), the Releasing Plaintiff Parties agree to reduce such judgment, up to the full extent thereof, so as to extinguish any claim that such non-settling defendant has successfully litigated against any Released Party for contribution, indemnification or the like, however styled. The Releasing Plaintiff Parties further agree to delay distribution of any proceeds recovered from any non-settling defendant (including, without limitation, the Non-Settling Defendants) (such recovery relating only to excessive or short term trading, market-timing or late trading in the Columbia Mutual Funds, as opposed to any other mutual funds) until

any such claim against any Released Party is fully and finally resolved.

3.4 Bar Order: Prior to the Final Settlement Hearing, the Settling Parties shall submit to the Court, as part of the Order and Final Judgment, a proposed bar order that, upon the Effective Date, would, to the maximum extent allowed by law, bar claims for contribution, indemnification or the like, however styled, by any person or entity (including non-settling defendants, whether such defendants are named now or named later), whether arising under state, federal or common law, based upon, arising out of, relating to, or in connection with the Released Claims of the Class or any Class Member: (a) against the Released Parties; and (b) by the Released Parties against any person or entity other than any person or entity whose liability to the Class has been extinguished pursuant to the Stipulation and the Order and Final Judgment.

3.5 Effective Date: The Effective Date of this Settlement shall not occur unless and until each of the following events occurs and shall be the date on which the last (in time) of the following events occurs:

- (a) The Court enters a Preliminary Approval Order substantially in the form agreed to and submitted by the parties to this Settlement Stipulation;
- (b) The Court holds the Final Settlement Hearing;
- (c) The Court certifies the Class for purposes of settlement and the order certifying the class has become Final;
- (d) If the Bar Order is separate from the Order and Final Judgment, the Court enters the Bar Order and the order entering the Bar Order has become Final; and

(e) The Court enters the Order and Final Judgment in a form substantially similar to that submitted by the Settling Parties (or, in the event that the Court enters an order or judgment finally approving the settlement in a form that is not substantially similar to that submitted by the Settling Parties (“Alternative Judgment”), none of the Settling Parties elect to terminate the Settlement within 15 days of entry of the Alternative Judgment) and the Order and Final Judgment or the Alternative Judgment has become Final.

3.6 Failure of Necessary Events: If the Court refuses or declines to approve this Stipulation or any of the motions or documents relating to the necessary steps leading to the Effective Date as set forth in Section 3.5 above or if the Order and Final Judgment or Alternative Judgment is reversed, then any of the Settling Parties shall have the right to terminate the Settlement by providing written notice of their election to do so (“Termination Notice”) to all parties to this Settlement Stipulation within 30 days of the failure of any of the conditions specified in Section 3.5 above.

4. Settlement Administration and Distribution

4.1 Settlement Administration:

(a) The Settlement Administrator shall administer the Settlement subject to the jurisdiction of the Court.

(b) The Released Parties shall have no liability to the Class, the Columbia Mutual Funds or the present shareholders of the Columbia Mutual Funds in connection with such administration. The Settling Parties shall provide the Settlement Administrator with such records and other information as is necessary to effectuate the Settlement.

(c) Bank of America will pay reasonable costs of notice and other related costs, including the reasonable costs and expenses of the Settlement Administrator.

(d) The Settling Parties will, to the extent it is practicable, ask the Court to combine the notice of this Settlement with the class notice to be given in connection with any other settlements, including to members of the Class herein. The Settling Parties shall recommend to the Court a program and form of notice to the Class consistent with the requirements of Rule 23 and due process. To the extent that notice of additional cash settlements are to be included in such notice, the reasonable costs of notice and other related costs, including the reasonable costs and expenses of the Settlement Administrator to be paid by Bank of America, shall be reduced to the percentage of such costs equal to \$9.6 million divided by \$9.6 million plus the total amount of all such additional cash settlements included in the notice program. (For example, if a settlement with another defendant is reached for \$9.6 million, Bank of America would be responsible for 50% of the total costs.)

4.2 Distribution of Net Settlement Fund: Lead Class Counsel, either before or after final settlement approval for the benefit of the Class, shall propose to the Court a reasonable plan of distribution for the Net Settlement Fund acceptable to the Settling Defendants, such consent not to be unreasonably withheld, which plan shall be designed to effectuate the Settlement and may require Class Members to submit Proof of Claim forms to the Claims Administrator. In no event shall any portion of the Net Settlement Fund revert to the Settling Defendants, except that the plan of distribution may include distributions to the Columbia Mutual Funds. If, after the initial distribution of the Net Settlement Fund by the Claims Administrator, any funds remain in the Net Settlement

Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Class Members who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. If after six months after such re-distribution \$25,000 or more shall remain in the Net Settlement Fund a second re-distribution shall be made to Class Members who have cashed their re-distributions and who would receive at least \$10.00 from such second re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such second re-distribution. If after six months after the first re-distribution less than \$25,000 shall remain in the Net Settlement Fund, or if there has been a second re-distribution, six months after the second re-distribution, and any funds still remain in the Net Settlement Fund, then such balance shall be distributed to the Columbia Mutual Funds in accordance with a plan of allocation to be reasonably determined by the then-current trustees of the Columbia Funds family of mutual funds. In the event the Court does not approve the proposed distribution plan, the parties agree to work in good faith to address any concerns the Court may have concerning the proposed distribution plan and to submit a revised proposed distribution plan to the Court subject to the terms and conditions set forth above in this Section. Any failure by the Court to approve a proposed or revised proposed distribution plan shall not terminate or in any way affect the validity of this Stipulation or Settlement, but rather

shall solely trigger the requirement set forth in the preceding sentence.

5. Attorneys' Fees and Expenses

5.1 Counsel Fees and Expenses:

(a) Lead Class Counsel and Lead Fund Derivative Counsel shall submit a fee and expense application for their work and benefits achieved in an amount totaling less than 30% of the \$9.6 million Settlement Payment Amount. All such fees and expenses as are awarded by the Court will come from the Settlement Payment Amount, which fee and expense application may include provisions for (a) setting aside a portion of any attorneys' fees awarded in this action to compensate counsel who have performed "cross-track" work in MDL 1586 that has conferred a benefit to the Class ("Common Benefit Counsel"), and (b) reimbursing a portion of expenses incurred by Common Benefit Counsel in connection with their cross-track work.

(b) The procedure for and the allowance or disallowance by the Court of any fee and expense applications are not part of the Settlement. Any order (or part of an order) or proceedings relating solely to the fee and expense applications, or any appeal from any order (or part of an order) relating thereto or reversal or modification thereof, shall not operate to alter, terminate or cancel the Stipulation, or affect or delay the finality of the Order and Final Judgment approving the Stipulation.

6. Side Letter

6.1 The Settlement is subject to certain contingencies concerning opt-outs and the penalty offset provision of the Columbia SEC regulatory settlement set forth in a separate side letter between certain of the Settling Parties (the "Side Letter") that is incorporated herein as part

of this Stipulation.

6.2 If any of the contingencies in the Side Letter are triggered, Bank of America shall have the option to cancel or terminate this Stipulation.

6.3 Unless otherwise directed by the Court, the Side Letter will not be filed with the Court prior to the Final Settlement Hearing unless there is a dispute among the signatories to the Side Letter concerning its interpretation or application.

7. Miscellaneous Provisions

7.1 No Admission with Respect to Liability or Damages: The Settling Defendants expressly deny any liability or damages. The settlement of this matter does not constitute an admission of liability on behalf of the Released Parties or an admission by any party to this Stipulation that the MDL-1586 (Columbia sub-track) Settlement Payment Amount represents a reasonable estimate of damages. This Stipulation (including all of the terms of the Settlement reflected herein) may not be used or submitted by any Settling Party or any other party or individual as evidence of, or an admission of, liability or damages in any case or proceeding in any forum. If the Settlement is not approved by the Court, this Stipulation shall have no force or effect and shall be considered null and void in its entirety. This Stipulation and the Settlement may be used, however, in such proceedings as may be necessary to consummate or enforce this Stipulation, the Settlement or the Order and Final Judgment or Alternative Judgment, and the Settling Defendants or any other Released Party may file this Stipulation and/or the Order and Final Judgment or Alternative Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion,

issue preclusion or similar defense or counterclaim.

7.2 Best Efforts: The undersigned parties (a) acknowledge that it is their intent to consummate the Settlement and (b) agree to exercise their best efforts and to act in good faith to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Stipulation and to accomplish the foregoing terms and conditions of the Stipulation. The undersigned parties agree to negotiate, execute and/or provide such documentation as may be required to obtain preliminary and final approval of this Settlement. If the Settling Parties are unable to agree upon the form of documentation necessary to effectuate this Settlement and to obtain preliminary and final approval of the Settlement, the parties agree that: (a) they will mediate any unresolved disputes as to the form of documentation; and (b) if such mediation efforts fail, bring any such disputes to the attention of the Court for resolution.

7.3 Amendments: This Stipulation may be amended or modified only by a written instrument signed by, or on behalf of, all of the undersigned Settling Parties or their successors in interest.

7.4 Complete Agreement: This Stipulation and the Side Letter constitute the entire agreement among the undersigned Settling Parties and no representations, warranties or inducements have been made to any party concerning this Stipulation or the Side Letter, other than the representations, warranties, and covenants contained and memorialized in such documents.

7.5 Costs: Except as provided in Section 4.1 and Section 5 herein, each party shall bear its own costs and expenses in connection with the prosecution and settlement of this litigation.

7.6 Execution: This Stipulation may be executed in one or more original, photocopied, electronically scanned or facsimile counterparts. All executed counterparts shall be deemed to be one and the same instrument.

7.7 Successors and Assigns: This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the undersigned Settling Parties, provided, however, that no assignment by any Settling Party shall operate to relieve such party of its obligations hereunder.

7.8 Governing Law: All terms of this Stipulation shall be governed and interpreted according to the laws of the State of New York without regard to any state's rules of conflicts of law.

7.9 Headings: The headings in this Stipulation are used for purposes of convenience and ease of reference only and are not meant to have any legal effect, nor are they intended to influence the construction of this Stipulation in any way.

7.10 Waiver of Breach: The waiver of one party of any breach by any other party of this Stipulation shall not be deemed a waiver of any other breach of this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by the affected party or counsel for that party.

7.11 Jurisdiction of Court: The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

7.12 Drafting of this Stipulation: This Stipulation is deemed to have been drafted by all parties hereto, as a result of arm's length negotiations among the undersigned Settling Parties. Whereas all undersigned Settling Parties have contributed to the preparation of this Stipulation, it shall not be construed more strictly against one party than another.

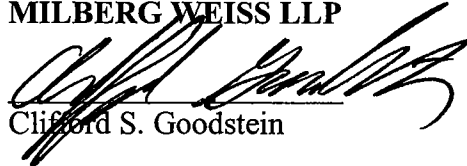
7.13 Effect of Termination: In the event the Settlement is properly terminated in accordance with the terms of this Stipulation:

- (a) the Stipulation shall be deemed to be null and void;
- (b) the Settling Parties shall be deemed to have reverted to their respective status as of April 4, 2006 and the parties shall proceed in all respects as if this Stipulation had not been entered; and
- (c) Bank of America shall be entitled to the return of the MDL-1586 (Columbia sub-track) Settlement Payment Amount from the escrow account into which it was placed.

IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed by their duly authorized attorneys.

September 14, 2007

MILBERG WEISS LLP

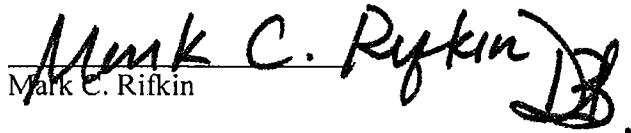


Clifford S. Goodstein

One Pennsylvania Plaza
New York, New York 10119
(212) 594-5300 (phone)
(212) 273-4381 (facsimile)

Attorneys for Lead Class Plaintiff Jackie Williams and Lead Class Counsel

WOLF HALDENSTEIN ADLER FREEMAN AND HERZ LLP


Mark C. Rifkin

270 Madison Avenue
New York, New York 10016
(212) 545-4600 (phone)
(212) 686-0114 (facsimile)

Attorneys for Harold Beardsley, Brad Smith, Edward and Iris Segel, Virginia Wilcox, Pamela Yameen, Barbara Cordani, Mayer and Morris Sutton, George Slabe, as Custodian for Jo D. Slabe UGMA, Grace Nugent and David Armetta and Lead Fund Derivative Counsel

GLANCY BINKOW & GOLDBERG, LLP

Lionel Z. Glancy

1801 Avenue of the Stars
Suite 311
Los Angeles, California 90067
(310) 201-9150 (phone)
(310) 201-9160 (facsimile)

Attorneys for Dean Delavventura

KOREIN TILLERY

George A. Zelcs

205 North Michigan Avenue
Suite 1950
Chicago, Illinois 60601
(312) 641-9750 (phone)
(312) 641-9751 (facsimile)

Attorneys for Roger Kelso and Gary Vogeler

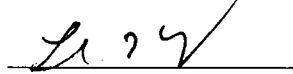
WOLF HALDENSTEIN ADLER FREEMAN AND HERZ LLP

Mark C. Rifkin

270 Madison Avenue
New York, New York 10016
(212) 545-4600 (phone)
(212) 686-0114 (facsimile)

Attorneys for Harold Beardsley, Brad Smith, Edward and Iris Segel, Virginia Wilcox, Pamela Yameen, Barbara Cordani, Mayer and Morris Sutton, George Slabe, as Custodian for Jo D. Slabe UGMA, Grace Nugent and David Armetta and Lead Fund Derivative Counsel

GLANCY BINKOW & GOLDBERG, LLP



Lionel Z. Glancy

1801 Avenue of the Stars
Suite 311
Los Angeles, California 90067
(310) 201-9150 (phone)
(310) 201-9160 (facsimile)

Attorneys for Dean Delaventura

KOREIN TILLERY

George A. Zelcs

205 North Michigan Avenue
Suite 1950
Chicago, Illinois 60601
(312) 641-9750 (phone)
(312) 641-9751 (facsimile)

Attorneys for Roger Kelso and Gary Vogeler

WOLF HALDENSTEIN ADLER FREEMAN AND HERZ LLP

Mark C. Rifkin

270 Madison Avenue
New York, New York 10016
(212) 545-4600 (phone)
(212) 686-0114 (facsimile)

Attorneys for Harold Beardsley, Brad Smith, Edward and Iris Segel, Virginia Wilcox, Pamela Yameen, Barbara Cordani, Mayer and Morris Sutton, George Slabe, as Custodian for Jo D. Slabe UGMA, Grace Nugent and David Armetta and Lead Fund Derivative Counsel


GLANCY BINKOW & GOLDBERG, LLP

Lionel Z. Glancy

1801 Avenue of the Stars
Suite 311
Los Angeles, California 90067
(310) 201-9150 (phone)
(310) 201-9160 (facsimile)

Attorneys for Dean Delaventura

KOREIN TILLERY



George A. Zelcs

205 North Michigan Avenue
Suite 1950
Chicago, Illinois 60601
(312) 641-9750 (phone)
(312) 641-9751 (facsimile)

Attorneys for Roger Kelso and Gary Vogeler



BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.

Andrew S. Friedman

2901 North Central Avenue
Suite 1000
Phoenix, Arizona 85012
(602) 274-1100 (phone)
(602) 274-1199 (facsimile)

Attorneys for Roger Kelso and Gary Vogeler

WACHTELL, LIPTON, ROSEN & KATZ

Martin J.E. Arms

51 West 52nd Street
New York, New York 10019
(212) 403-1000 (phone)
(212) 403-2000 (facsimile)

Attorneys for Bank of America Corporation, Banc of America Securities, LLC, Columbia Management Group, LLC, Columbia Management Services, Inc., Columbia Management Distributor, Inc., Columbia Wanger Asset Management, L.P. and Columbia Management Advisors, LLC.

NEAL, GERBER & EISENBERG LLP

Mark A. Rabinowitz

Two North LaSalle Street
Suite 2200
Chicago, Illinois 60602
(312) 269-8000 (phone)
(312) 269-1747 (facsimile)

Attorneys for Columbia Wanger Asset Management, L.P., Charles P. McQuaid and Ralph Wanger

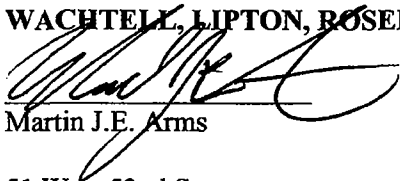
BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.

Andrew S. Friedman

2901 North Central Avenue
Suite 1000
Phoenix, Arizona 85012
(602) 274-1100 (phone)
(602) 274-1199 (facsimile)

Attorneys for Roger Kelso and Gary Vogeler

WACHTELL, LIPTON, ROSEN & KATZ



Martin J.E. Arms

51 West 52nd Street
New York, New York 10019
(212) 403-1000 (phone)
(212) 403-2000 (facsimile)

Attorneys for Bank of America Corporation, Banc of America Securities, LLC, Columbia Management Group, LLC, Columbia Management Services, Inc., Columbia Management Distributor, Inc., Columbia Wanger Asset Management, L.P. and Columbia Management Advisors, LLC.

NEAL, GERBER & EISENBERG LLP

Mark A. Rabinowitz

Two North LaSalle Street
Suite 2200
Chicago, Illinois 60602
(312) 269-8000 (phone)
(312) 269-1747 (facsimile)

Attorneys for Columbia Wanger Asset Management, L.P., Charles P. McQuaid and Ralph Wanger

BONNETT, FAIRBOURN, FRIEDMAN & BALINT, P.C.

Andrew S. Friedman

2901 North Central Avenue
Suite 1000
Phoenix, Arizona 85012
(602) 274-1100 (phone)
(602) 274-1199 (facsimile)

Attorneys for Roger Kelso and Gary Vogeler

WACHTELL, LIPTON, ROSEN & KATZ

Martin J.E. Arms

51 West 52nd Street
New York, New York 10019
(212) 403-1000 (phone)
(212) 403-2000 (facsimile)

Attorneys for Bank of America Corporation, Banc of America Securities, LLC, Columbia Management Group, LLC, Columbia Management Services, Inc., Columbia Management Distributor, Inc., Columbia Wanger Asset Management, L.P. and Columbia Management Advisors, LLC.

NEAL, GERBER & EISENBERG LLP



Mark A. Rabinowitz

Two North LaSalle Street
Suite 2200
Chicago, Illinois 60602
(312) 269-8000 (phone)
(312) 269-1747 (facsimile)

Attorneys for Columbia Wanger Asset Management, L.P., Charles P. McQuaid and Ralph Wanger

BELL, BOYD & LLOYD LLP



Kenneth E. Rechteris

Three First National Plaza
70 West Madison Street
Suite 3100
Chicago, Illinois 60602
(312) 372-1121 (phone)
(312) 827-8000 (facsimile)

Attorneys for the Trustees of the Columbia Funds Trusts and the Independent Trustees of the Columbia Acorn Trust

ROPES & GRAY LLP

Brien T. O'Connor

One International Place
Boston, Massachusetts 02110
(617) 951-7000 (phone)
(617) 951-7050 (facsimile)

Attorneys for the Columbia Funds and the Columbia Fund Trusts and Registrants, excluding the Columbia Acorn Funds and the Columbia Acorn Trust

GOODWIN PROCTER LLP

Brian E. Pastuszewski

Exchange Place
53 State Street
Boston, Massachusetts 02109
(617) 570-1000 (phone)
(617) 523-1231 (facsimile)

Attorneys for the Columbia Acorn Funds and the Columbia Acorn Trust

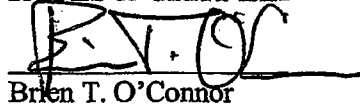
BELL, BOYD & LLOYD LLP

Kenneth E. Rechteris

Three First National Plaza
70 West Madison Street
Suite 3100
Chicago, Illinois 60602
(312) 372-1121 (phone)
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One International Place
Boston, Massachusetts 02110
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GOODWIN PROCTER LLP

Brian E. Pastuszewski

Exchange Place
53 State Street
Boston, Massachusetts 02109
(617) 570-1000 (phone)
(617) 523-1231 (facsimile)

Attorneys for the Columbia Acorn Funds and the Columbia Acorn Trust

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BELL, BOYD & LLOYD LLP

Kenneth E. Rechteris

Three First National Plaza
70 West Madison Street
Suite 3100
Chicago, Illinois 60602
(312) 372-1121 (phone)
(312) 827-8000 (facsimile)

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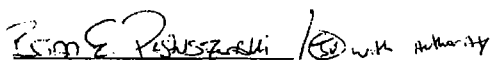
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Boston, Massachusetts 02110
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53 State Street
Boston, Massachusetts 02109
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