

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

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|--|-----------------------------------|
| LAWRENCE BABINSKI on behalf of himself) | CASE NO. 98-8459 JSL (VAPx) |
| and all others similarly situated,) | |
|) | <u>CLASS ACTION</u> |
| Plaintiff(s),) | |
| vs.) | NOTICE OF PENDENCY AND |
|) | SETTLEMENT OF CLASS ACTION |
| PILOT and ASSOCIATES, INC., PILOT) | |
| CATASTROPHE Alabama corporations; and) | |
| DOES 1 to 100, inclusive,) | |
|) | |
| Defendant(s).) | |
| _____) | |

TO: ALL PERSONS WHO PERFORMED ADJUSTING, SCOPING, ESTIMATING, OR RELATED SERVICES FOR OR ON BEHALF OF PILOT AND ASSOCIATES, INC., PILOT CATASTROPHE SERVICES, INC., OR PILOT TEMPORARY SERVICES, INC. IN THE UNITED STATES OF AMERICA AND ANY OF ITS TERRITORIES FROM JANUARY 17, 1994 THROUGH AND INCLUDING DECEMBER 20, 1999, AND WHO WORKED BUT WERE NOT PAID OVERTIME AND/OR BENEFITS:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO THE PENDENCY AND PROPOSED SETTLEMENT OF THIS CLASS LITIGATION AND, IF YOU ARE A CLASS MEMBER, THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS AND INFORMATION AS TO HOW YOU MAY BE ABLE TO OBTAIN A SHARE OF THE SETTLEMENT FUND FURTHER DESCRIBED BELOW.

YOU ARE HEREBY NOTIFIED, pursuant to Federal Rule of Civil Procedure 23 and an order of the United States District Court for the Central District of California (the "Court"), that a settlement of this class action (the "Settlement") has been reached by the parties, which Settlement is subject to the approval by the Court, and which, if approved, will result, among other things, in (a) the payment of a portion of the Settlement Fund, after certain deductions described below, to eligible Class Members who file timely and valid Proof of Claim forms and evidence a Recognized Loss (as defined herein); and, (b) the dismissal of the Litigation and the release of the Released Claims (as defined below).

As used in this Notice, the term "Defendants" means Pilot and Associates, Inc., Pilot Catastrophe Services, Inc., Pilot Temporary Services, Inc. and each and all of their Related Parties. This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted. This Notice is merely to advise you of the proposed settlement of the Litigation and of your rights thereunder.

I. COMMENCEMENT OF THE LITIGATION AND NATURE OF THE ACTION

On September 15, 1998 an action was filed against defendants Pilot and Associates, Inc. and Pilot Catastrophe in the Superior Court for the State of California in the County of Los Angeles as a class action on behalf of all non-exempt employees who performed adjusting services in California in connection with the Northridge earthquake and who allegedly were not paid overtime and/or benefits in accordance with the California Labor Code and its implementing regulations. The case is captioned Lawrence Babinski v. Pilot and Associates Inc., et al. Case No. BC197565. On or about October 15, 1998 the case was removed to the United States District Court for the Central District of California Western Division pursuant to 28 U.S.C. Section 1332 and 28 U.S.C. Section 1441 (b). Once removed the case was assigned Case No. 98-8459 JSL(ZAPx). This action is referred to herein as the "Litigation".

The complaint asserts violations of the California Labor Code, California Code of Regulations, IWC wage order No. 4-89 and the guidelines set forth by the Division of Labor Standards and Enforcement, and violations of the California Business and Professions Code Section 17200 et seq. The complaint seeks compensatory damages for the overtime amount and/or benefits class members allegedly were denied, punitive damages, penalties, interest, attorney's fees and injunctive relief. The Pilot Defendants and each of them answered the complaint by denying Plaintiff's allegations and asserting various affirmative defenses.

For purposes of this settlement only, the parties hereby stipulate to a class which shall be defined as follows: All persons who provided adjusting, scoping, estimating, or related services for or on behalf of Pilot anywhere in the United States of America or any of its Territories from January 17, 1994 through and including December 20, 1999, who worked but were not paid overtime and/or benefits. Excluded from the Class are Defendants, their principals, shareholders and directors and the members of their immediate families, heirs, assigns, affiliates, successors, and subsidiaries. Also excluded from the Class are any and all individuals who have previously released the claims covered by the Class and those Class Members who timely and validly request exclusion from the Class pursuant to the Notice of Pendency and Settlement of Class Action (hereinafter the "Settlement Class" or the "Class").

II. PRETRIAL PROCEEDINGS AND DISCOVERY IN THE LITIGATION

Counsel for the Representative Plaintiff have conducted, pursuant to the instructions and directions of the Court on January 8, 1999, extensive informal discovery and investigation during the prosecution of the litigation. This discovery and investigation has included inter alia, (i) review of documents produced by Pilot; (ii) review of financial records of defendants'; (iii) review of pleadings and deposition transcripts in related actions; (iv) interviews with percipient witnesses and putative class members; (v) consultation with consultants and experts; (vi) participation in a mediation with a retired federal judge; and (vii) research of the applicable law with respect to the claims asserted in the complaint and the potential defenses thereto.

III. DEFENDANTS' STATEMENT AND DENIALS OF WRONGDOING AND LIABILITY

The Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Representative Plaintiff in the Litigation. The Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in

the Litigation. The Defendants also have denied and continue to deny, inter alia, the allegations that the Representative Plaintiff or Members of the Class have suffered damage, that class members were entitled to additional wages, benefits or overtime pay, that Class Members were improperly designated as exempt employees, and that the Representative Plaintiff or the Members of the Class were harmed by the conduct alleged in the Complaint.

Nonetheless, the Defendants have concluded that the further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of the Defendants' business without further expensive litigation and the distraction and diversion of the Defendants' executive personnel with respect to matters in issue in the Litigation. The Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation. The Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

IV. THE PROPOSED SETTLEMENT

A Settlement has been reached in the Litigation between the Representative Plaintiff and the Defendants, which is embodied in the Stipulation of Settlement (the "Stipulation") dated November 15, 2000, and which is on file with the Clerk of the Court. The attorneys for the Representative Plaintiff and the Class, on the basis of, among other things, an extensive investigation of the facts and the law relating to the acts, events, and conduct complained of and the subject matter of the Litigation, have concluded that the proposed Settlement is fair to and in the best interests of the Members of the Class who have suffered damages as a result of the alleged conduct of the Defendants. While the Defendants deny all charges of wrongdoing and do not concede liability, they have agreed to settle the Litigation on the basis proposed in order to put to rest all further controversy and to avoid substantial expenses and the inconvenience and distraction of burdensome and protracted litigation.

The following description of the proposed Settlement of the Litigation is only a summary and reference is made to the text of the Stipulation of Settlement, on file with the Court, for a full statement of its provisions:

1. The Settlement Fund will be in the principal amount of Seven Million Thirty-Five Thousand Five Hundred Ninety-Two Dollars (\$7,035,592) to be paid over a two (2) year term by Defendants as follows:

The Settling Defendants shall wire transfer or cause to be wire transferred the sum of Seven Million Thirty-Five Thousand Five Hundred Ninety-Two Dollars (\$7,035,592) to the Escrow Bank to an account maintained by the Escrow Agents as follows: A first installment of Three Million Dollars (\$3,000,000) was delivered by wire transfer on November 15, 1999. Interest on the first installment in the sum of Fifty-Seven Thousand Five Hundred Ninety-Two (\$57,592) shall be credited to the escrow account within ten (10) days of the signing of the Stipulation. A second installment of Two Million Dollars (\$2,000,000) shall be delivered by wire transfer on or before January 10, 2001. A third installment of One Million Nine Hundred Seventy-Eight Dollars (\$1,978,000) shall be delivered by wire transfer on or before January 10, 2002. Pilot shall pay interest at the rate of prime plus two percent (2%) for any late payment specified above from the date payment is due until paid. The payments set forth in this paragraph 1 are subject to paragraph 2(e) of this Notice. Thus, Defendants shall not be required to make

further payments to authorized claimants under this paragraph 1 upon payment to all Authorized Claimants pursuant to the Plan of Allocation.

2. Upon approval of the Settlement by the Court and entry of a judgment that becomes a final judgment and upon satisfaction of the other conditions to the settlement, described below, the Settlement Fund will be distributed as follows:

a. subject to the approval and further order(s) of the Court, to pay such fees and expenses of Plaintiff's counsel;

b. to pay all expenses reasonably incurred in connection with providing notice to Members of the Class, locating Class Members, soliciting and processing Class claims, assisting with the filing of claims, and administering and distributing the Settlement Fund to the Class;

c. to pay the reasonable costs incurred in the preparation of any tax returns required to be filed on behalf of the Settlement Fund as well as the taxes (and any interest and penalties determined to be due thereon) owed by reason of the interest earned on the Settlement Fund, if any;

d. to pay federal and State of California employment taxes on distributions to Authorized Claimants;

e. subject to the approval and further order(s) of the Court as may be required, the balance of the Settlement Fund (the "Net Settlement Fund"), shall be distributed to Class Members who submit a valid, timely Proof of Claim ("Authorized Claimants") pursuant to the Plan of Allocation described below; and

f. if any portion of the Net Settlement Fund is not claimed after payment to all Authorized Claimants pursuant to the Plan of Allocation, and after payment of all federal and State of California employment taxes on distributions to Authorized Claimants, an amount not to exceed the greater of fifty percent (50%) of the Net Settlement Fund or Two Million Dollars (\$2,000,000) shall be returned to the Defendants from the unclaimed portion of the Net Settlement Fund.

3. **Each person claiming to be an Authorized Claimant shall be required to submit a separate Proof of Claim and Release (that shall include a general release of the Defendants and others in the form set forth in the Proof of Claim and Release accompanying this Notice) signed under penalty of perjury.**

4. All Proofs of Claim must be postmarked or received by February 26, 2001. Unless otherwise ordered by this Court, any Class Member who fails to submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to this Stipulation, but will in all other respects be subject to the provisions of the Stipulation and the final judgment entered by the Court.

PLAN OF ALLOCATION

5. Each Authorized Claimant will receive an amount equal to, but not greater than, the Authorized Claimant's Recognized Loss. "Recognized Loss" will be computed as follows: each Authorized Claimant's individual gross total wages paid multiplied by the ratio of the Net Settlement Fund to the total wages paid. Total wages paid and the individual gross total wages are derived from wage information provided by Defendants for the Class Period.

6. Individual entitlements from the Net Settlement Fund to Authorized Claimants shall be subject to appropriate reporting and withholding of federal and State of California

employment taxes in accordance with federal and California law. The Claims Administrator shall withhold the appropriate employment taxes from each distribution and shall provide each Authorized Claimant a W-2 form itemizing the state and federal employment tax withholding. The Claims Administrator shall withhold from Authorized Claimants only those employment taxes for which an employee is responsible — federal income tax, one-half of social security tax, one-half of medicare tax, California state income tax, and California state disability insurance tax. The Claims Administrator shall pay from the Net Settlement Fund the employer's share of withheld employment taxes — one-half of social security tax, one-half of medicare tax, federal unemployment insurance tax, California state unemployment insurance tax, and California employee training tax.

7. As provided in paragraph 2(e) above, if any portion of the Net Settlement Fund is not claimed after payment to all Authorized Claimants pursuant to the Plan of Allocation and after payment of all federal and State of California employment taxes on the distribution to Authorized Claimants, an amount not to exceed fifty percent (50%) or Two Million Dollars (\$2,000,000), whichever is greater, shall be returned to defendants from the unclaimed portion of the Net Settlement Fund. If any portion of the Net Settlement Fund remains after such amount is returned to Defendants, the remaining portion of the Net Settlement Fund will be distributed to those Authorized Claimants that have submitted approved claims on a pro rata basis. Each such Authorized Claimant will receive an amount equal to that Authorized Claimant's individual gross total wages paid multiplied by the ratio of the remaining portion of the Net Settlement Fund to the total wages paid to Authorized Claimants that filed approved claims. All such additional distributions to Authorized Claimants shall be subject to federal and California State withholding of employment taxes.

8. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Class Member.

9. Payment in the manner set forth above shall be deemed conclusive against all Authorized Claimants. All Class Members, whether or not they have sustained a Recognized Loss, or fail to complete and file a valid and timely Proof of Claim and Release, will be bound by the Settlement described herein. Unless a Request for Exclusion, as defined below, is received within thirty (30) days from mailing of the Notice and Summary Notice, all Class Members shall be bound by all of the terms of this Stipulation, including the terms of any judgment entered and the releases given.

10. To share in the Settlement Fund, you must submit a valid Proof of Claim and Release on the form enclosed with this Notice no later than February 26, 2001, to the Class Administrator at the address set forth in the attached Proof of Claim form. You are not entitled to share in the Settlement Fund if you did not suffer a Recognized Loss.

11. If the proposed Settlement is approved by the Court, the Court will enter a judgment which will:

- a. dismiss the Litigation in its entirety as against all the Defendants with prejudice and without costs to any party as against any other party;
- b. adjudge that the Representative Plaintiff and each Class Member, except those who both timely and validly request exclusion in accordance with the procedures detailed herein, shall be deemed conclusively to have released the Released Claims (described below) against the Defendants, Released Persons (described below) and each and all of their Related Parties (described below). Notwithstanding that the Representative Plaintiff or any Class

Member may hereafter discover facts in addition to or different from those which the Representative Plaintiff and Class Members now know or believe to be true with respect to the Litigation and Released Claims or to the subject matter of the Release, the Representative Plaintiff and each Class Member shall be deemed, upon the Effective Date, to fully, finally, and forever settle and release any and all Released Claims as against the Defendants, Released Persons, and each and all of their Related Parties, including all claims known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, and without regard to the subsequent discovery or existence of any such different or additional facts;

c. bar and permanently enjoin the Representative Plaintiff and each Class Member from prosecuting the Released Claims against the Defendants, Released Persons, and each and all of their Related Parties; and

d. Reserve jurisdiction, without affecting the finality of the Judgment entered, over:

- (i) implementation of this settlement and any award or distribution of the Settlement Fund, including interest earned/accrued thereon;
- (ii) disposition of the Settlement Fund;
- (iii) hearing and determining the Representative Plaintiff's application for attorneys' fees and expenses;
- (iv) enforcing and administering the Stipulation, including any releases executed in connection therewith; and
- (v) other matters related or ancillary to the foregoing.

12. As used above, "Related Parties" means each of a Person's past or present directors, officers, employees, partners, joint employers, principals, agents, underwriters, issuers, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, advisors, personal representatives, predecessors, successors, parents, subsidiaries, divisions, assigns, spouses, heirs, associates, related or affiliated entities, or any members of their immediate families. In the case of Defendants, "Related Parties" also includes any and all insurance adjusting companies in which any members of the Pilot immediate family, individually or collectively, is a controlling shareholder.

"Released Persons" means each and all of the Defendants, Defendants' insurance carrier clients for whom the Class Members performed the adjusting, scoping, estimating or related services that gave rise to their claims, and their Related Parties.

"Released Claims" means and includes any and all claims or causes of action, including "Unknown Claims" as defined below, that have been or could have been asserted by the Representative Plaintiff or the Class Members, or any of them, against the Defendants, Released Persons, and any Related Parties in the complaint based upon or related to non payment of overtime wages and benefits in accordance with the California Labor Code or any federal law or law of any other State or Territory, and any implementing or other regulations in connection with the performance of adjusting, scoping, estimating or related services for or on behalf of Defendants in the United States of America or any of its Territories during the Class Period and transactions, events, occurrences, acts or omissions which were or could have been alleged in the Litigation.

"Unknown Claims", as used in the definition of Released Claims above, means any Released Claims which the Representative Plaintiff or any Class Member does not know or

suspect to exist in his or her favor at the time of the release of the Released Claim which, if known by him or her, might have affected his or her settlement with and release of the Released Persons, or might have affected his or her decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Representative Plaintiff shall expressly, and the Class Members shall be deemed to, and by operation of the Judgment shall, waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides:

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

The Representative Plaintiff shall expressly, and the Class Members shall be deemed to, and upon the Effective Date and by operation of the Judgment shall, also waive 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 § 1542 of the California Civil Code. Each of the Representative Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but hereby stipulate and agree that the Representative Plaintiff and each Class Member does, upon the Effective Date, fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

V. THE RIGHTS OF CLASS MEMBERS

If you are a Member of the Class, you may receive the benefit of and you will be bound by the terms of the proposed settlement described in Part IV of this Notice, upon approval of the Court.

If you are a member of the Class, you have the following options:

A. You may, but are not required to, enter an appearance through counsel of your own choosing at your own expense. If you do not do so, you will be represented by Plaintiff's Lead Counsel: Gancedo & Nieves LLP, 119 E. Union Street, Suite G, Pasadena, California 91103.

B. You may file a Proof of Claim as described below if you have sustained a Recognized Loss in connection with the non payment of overtime and/or benefits for insurance adjusting services performed for Pilot in California during the Class Period. If you choose this option, you will remain a member of the Class, you will share in the proceeds of the proposed settlement if your claim is timely and valid and if the proposed settlement is finally approved by the Court, and you will be bound by the Judgment and Release described below.

C. You may do nothing at all. If you choose this option, you will not share in the proceeds of the Settlement, but you will be bound by the Judgment just as if you had filed a Proof of Claim.

D. Request for Exclusion

If you do not wish to be included in the Class and you do not wish to participate in the proposed settlement described in this Notice, you may request to be excluded. To do so, you must so state in writing no later than thirty (30) days from mailing of the Notice and Summary Notice. In your written request for exclusion you must set forth the name of this Litigation (Babinski v. Pilot and Associates, Inc. et al., C.A. No. 98-8459 JSL (VAPx), your name, address and telephone number. The exclusion request should be addressed as follows:

Pilot Adjusters Overtime Litigation
2801 Ocean Park Boulevard, PMB # 253
Santa Monica, California 90405

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST WHICH MUST BE RECEIVED BY THE DATE SPECIFIED ABOVE.

If you validly request exclusion from the Class, (i) you will be excluded from the Class, (ii) you will not share in the proceeds of the settlement described herein if you are otherwise entitled to do so, (iii) you will not be bound by any judgment entered in the Litigation, (iv) you will not be precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against the Released Parties based on the matters complained of in the Litigation.

E. If you do not request to be excluded from the Class, you will be bound by any and all determinations or judgments in the Litigation concerning the Settlement entered or approved by the Court.

F. If you do not request to be excluded from the Class, you may object to the Settlement, and/or the applications of the Representative Plaintiff's counsel for an award of fees and reimbursement of expenses, or the proposed incentive award to the Representative Plaintiff, if any, in the manner set forth below. The filing of a Proof of Claim by a Class Member does not preclude a Class Member from objecting to the Settlement or such applications. However, if your objection is rejected you will be bound by the Settlement and the Judgment just as if you had not objected.

VII. AWARD OF ATTORNEYS' FEES AND COSTS

The law firms representing the Representative Plaintiff will apply to the Court, at the conclusion of the hearing described below, for an aggregate award of counsel fees of up to one-third of the Settlement Fund plus litigation expenses and disbursements reasonably and actually incurred of not more than Seventy Five Thousand Dollars (\$75,000), together with interest earned on said sums at the same rate and for the same periods as earned by the Settlement Fund. Representative Plaintiff will also apply for an incentive award in the amount of Ten Thousand Dollars (\$10,000). Such awards as may be granted by the Court will be paid from the Settlement Fund. The Defendants have indicated that they will not challenge, oppose or comment negatively with respect to such applications for attorney's fees and litigation expenses consistent with the provisions of the Stipulation so long as such applications are limited to the amounts set forth above, and the Defendants are not aware of any material facts that must be brought to the attention of the Court. Defendants have reserved the right to object to an incentive award to Plaintiff.

VIII. THE FINAL APPROVAL HEARING

A hearing will be held before the Honorable J. Spencer Letts, United States District Judge for the Central District of California, U.S. Courthouse, Courtroom 4, 312 N. Spring Street, Los Angeles, California 90012, at 1:00 p.m. on January 29, 2001, for the purpose of determining whether the proposed settlement is fair, reasonable, and adequate and whether it should be approved by the Court and the Litigation dismissed on the merits and with prejudice, and the Judgment entered, as provided above; and to consider the Representative Plaintiff's application for attorney's fees, reimbursement of expenses and incentive award. The hearing may be adjourned from time to time by the Court at the hearing or any adjourned session thereof without further notice.

Any Member of the Class who has not requested exclusion may appear at the hearing to show cause why the proposed settlement should not be approved and the Litigation should not be dismissed on the merits with prejudice, and/or to present any opposition to the applications of Representative Plaintiff for counsel fees, reimbursement of expenses or an incentive award; provided, however, that no such person shall be heard, unless his or her objection or opposition and the basis therefor is made in writing and is filed, together with copies of all other papers and briefs to be submitted by him or her to the Court at the hearing, with the Court no later than fourteen (14) days prior to the Settlement Approval Hearing and he or she personally appears at the Settlement Approval Hearing, and showing due proof of service of copies on:

Tina B. Nieves, Esquire
GANCEDO & NIEVES LLP
119 E. Union Street
Suite G
Pasadena, California 91103

Plaintiff's Lead Counsel

Steven C. Ball, Esquire
LAW OFFICE OF STEVEN C. BALL
20 N. Raymond Avenue
Suite 350
Pasadena, California 91103

Plaintiff's Class Counsel

Richard Rosenberg, Esquire
BALLARD, ROSENBERG, GOLPER & SAVITT LLP
10 Universal City Plaza
16th Floor
Universal City, California 91608-1097

Attorneys for Defendant, Pilot and Associates

Any Member of the Class who does not make his or her objection or opposition in the manner provided above shall be deemed to have waived all objections and opposition to the fairness, reasonableness and adequacy of the proposed settlement or to the request of Representative Plaintiff for counsel fees, reimbursement of expenses or an incentive award.

IX. EXAMINATION OF PAPERS AND INQUIRIES

For a more detailed statement of the matters involved in this Litigation, reference is made to the pleadings, to the Stipulation of Settlement, and to other papers filed in this action, which may be inspected at the Office of the Clerk of the United States District Court for the Central District of California, U.S. Courthouse, 312 N. Spring Street, Los Angeles, California 90021, during regular business hours of each business day.

Inquiries regarding the Litigation should be addressed to Plaintiff's Lead Counsel as follows:

Tina B. Nieves, Esquire
GANCEDO & NIEVES LLP
119 E. Union Street, Suite G
Pasadena, California 91103

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE.

Dated: December 6, 2000

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA