

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

NANCIE WILLIAMS, et al.,	Plaintiffs,
v.	
WEYERHAEUSER COMPANY, a Washington Corporation,	Defendant.

CIVIL ACTION No. 995787

CLASS ACTION

**NOTICE OF CLASS ACTION
SETTLEMENT FINAL APPROVAL**

TO: ALL CURRENT AND FORMER OWNERS OF HOMES OR OTHER STRUCTURES ON WHICH WEYERHAEUSER COMPANY BRAND EXTERIOR HARDBOARD SIDING HAS BEEN INSTALLED FROM JANUARY 1, 1981, THROUGH DECEMBER 31, 1999.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. THIS NOTICE RELATES TO A SETTLEMENT OF A CLASS ACTION INVOLVING WEYERHAEUSER BRAND HARDBOARD SIDING. IF YOU ARE A MEMBER OF THE CLASS, THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS UNDER THE SETTLEMENT.

The purpose of this Notice ("Notice") is to inform you of the settlement ("Settlement") of this class action litigation. This Notice describes the basic terms of the Settlement, any rights you may have in connection with the Settlement, and what actions you may take if you are a member of the Class.

The Settlement compensates current and former owners of homes or other structures with Weyerhaeuser-brand hardboard siding ("Weyerhaeuser Hardboard Siding") for damages associated with their Weyerhaeuser Hardboard Siding as defined by the Settlement Agreement. The Class is defined as follows:

All Persons who own or owned structures in the United States on which Weyerhaeuser-brand hardboard siding has been installed from January 1, 1981, through December 31, 1999. Excluded from the Class are: (1) Weyerhaeuser, any entity in which Weyerhaeuser has a controlling interest, and its legal representatives, officers, directors, assigns and successors; (2) the judge to whom this case is assigned and any member of the judge's immediate family; (3) claims for personal injury; (4) any Person who owns or owned any structure that was the subject of a lawsuit in which Weyerhaeuser was a party and where the lawsuit was resolved by payment, release or adjudication; (5) any Person who while represented by counsel resolved a claim relating to Weyerhaeuser Hardboard Siding with a full release; (6) any Person who in accordance with the terms of the Settlement Agreement properly executes and files a timely request for exclusion from the Class; and (7) any Person other than Plaintiffs who otherwise falls within the Class definition but who had pending litigation where a claim has been made against Weyerhaeuser relating to hardboard siding as of February 4, 1999, and in which no class had been certified.

Persons excluded from the Class because they had litigation pending against Weyerhaeuser relating to hardboard siding as of February 4, 1999, have the ability to opt-in to and participate in the Settlement, subject to Weyerhaeuser's approval, so long as they agree to be bound by the terms of the Settlement.

The factual statements in this Notice are based on information provided to the Court by the parties and are not findings of the Court on the merits of the claims or defenses asserted by any of the parties. This Notice is only intended to inform you of your rights under the terms of the Settlement. **Class Members who repair or replace their siding independent of the Claims Program may be deemed ineligible, so please request additional information before you do anything to your siding that may jeopardize your rights under the Settlement.**

I. THE LITIGATION

A number of class action lawsuits involving Weyerhaeuser Hardboard Siding have been filed over the last several years in California, Washington, Oregon and Texas. The Plaintiffs in those actions have now joined together in a lawsuit (the "Litigation") in the Superior Court of California in and for the County of San Francisco (the "Court"). The Plaintiffs brought the Litigation on their own behalf and on behalf of a Class of similarly situated owners of homes or other structures against Weyerhaeuser Company ("Weyerhaeuser"). Plaintiffs are represented by the attorneys appointed by the Court listed in Paragraph V below ("Class Counsel"). The suit arises out of the manufacture or sale by Weyerhaeuser of various styles of exterior hardboard siding made from wood fiber, wax and resin. Weyerhaeuser Hardboard Siding was distributed in both lap (board) and panel (sheet) applications, each available in various external textures designed to look like conventional wood siding. The Litigation does not concern any Weyerhaeuser products other than exterior hardboard siding.

Plaintiffs allege that Weyerhaeuser Hardboard Siding prematurely rots, buckles, cracks, and otherwise deteriorates when exposed to normal weather conditions. Weyerhaeuser denies all such allegations. Plaintiffs seek compensation for themselves and other owners of property on which Weyerhaeuser Hardboard Siding has been installed for alleged damages as a result of siding failure. Plaintiffs assert individual and class action claims for money damages and injunctive relief based upon theories of negligence, fraudulent concealment/nondisclosure, violation of California's Consumer Legal Remedies Act (Civil Code § 1770 *et seq.*), and violation of California's Unfair Business Practices Act (Business & Professions Code § 17200 *et seq.*). Plaintiffs neither alleged nor sought compensation for, and the Settlement does not provide payment for, nor release any claims for, personal injuries. Weyerhaeuser denies all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Litigation and has asserted and continues to assert various defenses to the individual and class action claims.

Class Counsel have thoroughly investigated Weyerhaeuser's design, manufacture, advertising, and sale of its hardboard siding. In the course of extensive and contested discovery, Class Counsel reviewed hundreds of thousands of pages of documents produced by Weyerhaeuser and deposed key Weyerhaeuser managers and personnel, as well as experts retained by Weyerhaeuser for the Litigation. In addition, Class Counsel retained wood science and construction experts to inspect Weyerhaeuser Hardboard Siding installed on homes and other structures around the country, to review Weyerhaeuser's internal research and development documents, and to consult with Class Counsel regarding the Litigation and Settlement.

On February 4, 1999, the Court certified a Class of current and former owners of homes and other structures in California on which hardboard siding manufactured by Weyerhaeuser had been installed. The California Court of Appeal and the California Supreme Court declined Weyerhaeuser's request for an interlocutory appeal of the Court's Certification Order. The Settlement expands the Class to include structures throughout the United States and all Weyerhaeuser-brand hardboard siding.

The parties commenced settlement negotiations in February 2000. Designated representatives of the parties, in consultation with their experts, conducted extensive arms-length negotiations. The parties negotiated the settlement over a period of several months, including multiple lengthy face-to-face sessions, and culminating in a day of intense negotiations in Seattle, Washington, which resulted in an agreement in principle. The parties continued negotiating the details of the Settlement Agreement for several more months until the final Settlement Agreement was executed on July 7, 2000.

Plaintiffs have agreed to compromise and settle the Litigation because the Settlement provides reasonable and fair compensation to the Class Members on a timely basis and obtains for the Class Members essentially all that they would have hoped to recover at trial, and would have been able to keep on appeal, including attorneys' fees and costs. Most important, through this Settlement, the Class Members have obtained this result without the additional expense, risk, and delay of protracted litigation.

II. SUMMARY OF SETTLEMENT TERMS

A Settlement has been reached in the Litigation between the Plaintiffs and Weyerhaeuser, as set forth in the Settlement Agreement, dated July 7, 2000, on file with the Court. Class Counsel believe that this Settlement is in good faith, fair, adequate, reasonable, and in the best interest of the Class. The Court preliminarily approved the Settlement on July 12, 2000, and on December 22, 2000, granted final approval of the Settlement. This Notice provides only a summary of the terms of the Settlement Agreement. A copy of the Settlement Agreement may be obtained as set forth in Section V of this Notice.

The Settlement is structured as a "claims-made" settlement, which simply means that there is no specified amount to be paid by Weyerhaeuser to the Class in the settlement of claims. Instead, under the Settlement, Weyerhaeuser is obligated to pay all timely claims for damaged siding that qualify for compensation under the Settlement.

1. **Claimants.** If you qualify as a Claimant, you may be entitled to recover monetary damages under the Settlement. Claimants must either:
2. Currently own property on which Weyerhaeuser Hardboard Siding has been installed from January 1, 1981, to December 31, 1999; or
3. Purchase such property during the Term of this Agreement; or

4. Be a former owner of such property and have a valid assignment of any claim against Weyerhaeuser; or
5. Own or have formerly owned such property and have personally paid to repair or replace damaged Weyerhaeuser Hardboard Siding (former owners must have a valid assignment of the claim for reimbursement); or
6. Own or have formerly owned such a property and previously received compensation from Weyerhaeuser without representation by an attorney. Owners of non-single family detached residences or property with greater than five (5) units are not eligible under this provision.

ii. **Definitions of Damage.** To be entitled to payment under the Settlement, your siding must have one or more of the following types of compensable Damage: (1) thickness swell (measured along the lower drip edge) exceeding 18% of average manufactured thickness; or (2) edge checking on the bottom drip edge where a feeler gauge of .025" thickness and ½" width can be inserted with moderate hand pressure ½" into a suspected delaminated edge; or (3) physical degradation that results in soft board in which moderate thumb pressure deforms or punches a hole in the board; or (4) buckling in excess of ¼" between studs spaced not more than 18" on center (or not more than 26" on center for product approved by Weyerhaeuser to be installed on studs spaced 24" on center when installed in substantial compliance with application instructions for such uses); or (5) readily observable surface wetting, or swelling around nail heads; or (6) readily observable delaminated or cracked primer, defined as breaks in the primer coat which allow the substrate to become visible, or primer peel, defined as the detachment of primer coat from the substrate, where the board was painted within four years of the date of inspection, provided that primer checking, defined as slight breaks in the primer coat that do not penetrate to the substrate, and paint failures are excluded; or (7) sponginess on panel siding (where the edge is not visible) that results in soft board in which moderate thumb pressure deforms or punches a hole in the board, with the point of measurement taken 1.5 inches from the belly band or trim; or (8) wax bleed on more than 25 % of the board surface, where the board was painted within four years of the date of inspection, but excluding paint discoloration (unless caused by the wax bleed) or other paint failure; or (9) raised or popped fibers, defined as the swelling of individual wood fibers on the board surface which causes them to be raised above the plane of the board surface, where the condition exists on more than 25% of the board surface.

The existence of any one of these problems qualifies your siding for compensation, with the exceptions noted below in Section iii. However, Damage does not include: (1) damage resulting from intentional, reckless or negligent conduct after installation (unless the damage occurred as a result of a Weyerhaeuser inspection or sampling related to a claim); (2) damage to siding resulting from natural disaster including, but not limited to, fire, hurricane, flood, or hail, tornado, earthquake, earth movement or other similar force majeure causes.

iii. **Causation Exceptions.** If your siding has compensable Damage as defined above, you will be entitled to compensation unless the Damage was caused by one or more of the Causation Exceptions summarized as follows: (1) framing misalignment within or between a story or floor; (2) studs spaced more than 18 inches on center (or more than 26 inches on center for product approved by Weyerhaeuser to be installed on studs spaced 24 inches on center when installed in substantial compliance with application instructions for such uses); (3) substantial variance from the nailing schedule in the application instructions, missing nails, or nails which do not appear to penetrate framing; (4) permanently installed sprinkler systems having directly sprayed the affected area or landscaping or plants that grow onto or into a structure; (5) direct contact with concrete or masonry (including foundations), or installation 4 inches or less from soil, ground or landscape, or 2 inches or less from concrete flatwork, paving or asphalt; (6) excessive run-off from the roof onto the adjacent wall as demonstrated by a readily observable Damage pattern or the absence of or improper roof/wall flashing creating a readily observable avenue for free water to enter the wall system, subject to certain exceptions; (7) failure of a chimney cricket or roof/chimney flashing to extend to the edge of the chimney; (8) damage occurring within 6 inches from the top, bottom, and sides of a window assembly (including trim); (9) absence of paint on the drip edge, cut edge or milled grooves of a board where it is readily observable to the Independent Inspector that such area of the board has never been painted; (10) inadequate or improperly installed or missing flashing, including but not limited to deck and balcony, window, roof, horizontal trim flashing, and horizontal z-flashing between stacked panels; (11) damage occurring within the 6 inches above and 12 inches below any belly band or horizontal trim, where there is inadequate, improperly installed or missing flashing or missing caulk; (12) lack of vapor barriers (except in South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Hawaii, and certain counties in Texas¹), lack of ground crawlspace vapor barriers or wall sheathing as specified in the application instructions, or clear evidence of present or past water in

¹ Anderson, Angelina, Aransas, Atascosa, Austin, Bandera, Bastrop, Bee, Bell, Bexar, Blanco, Brazoria, Brooks, Burleson, Burnet, Caldwell, Calhoun, Cameron, Chambers, Cherokee, Colorado, Coryell, DeWitt, Dimmit, Duvall, Edwards, Falls, Fayette, Fort Bend, Freestone, Frio, Galveston, Gillespie, Goliad, Gonzales, Gregg, Grimes, Guadalupe, Hardin, Harris, Harrison, Hays, Henderson, Hidalgo, Hill, Houston, Jackson, Jasper, Jefferson, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleberg, LaSalle, Lampassas, Lavaca, Lee, Leon, Liberty, Limestone, Live Oak, Llano, McLennan, McNullen, Madison, Marion, Mason, Matagorda, Maverick, Medina, Miliam, Montgomery, Nacogdoches, Navarro, Newton, Nueces, Orange, Panola, Polk, Real, Refugio, Robertson, Rusk, Sabine, San Augustine, San Jacinto, San Patricia, San Saba, Shelby, Smith, Starr, Sutton, Travis, Trinity, Tyler, Upshur, Uvalde, Val Verde, Victoria, Walker, Waller, Washington, Webb, Wharton, Willacy, Williamson, Wilson, Zapata, and Zavala.

crawlspace where buckling is observed on the first story or below; or (13) damage commencing within 12 inches of water intrusion or runoff points, including ledger boards, wall penetrations, scuppers, or elevated walkways or bridges attached to the main structure, or, for manufactured housing, from the point of "mating" of sections.

For a Causation Exception to apply, the condition-giving rise to the Exception must be readily observable to the Independent Inspector, who must determine such condition to be the cause of the Damage. Doubt by the Independent Inspector as to a Causation Exception will be resolved in the Claimant's favor. In addition, if the Damage to the board is determined to be unrelated to the Causation Exception and there is also Damage on the board not attributable to one of the Causation Exceptions, then the entire board will be treated as compensable. There shall be no intrusive testing conducted for any Claim relating to a single-family detached residence.

iv. **Claims Procedures for Siding with Current Damage.** To make a claim for damage that has not been repaired, you must be a Claimant as defined above, and must submit a properly completed Claim Form to the Independent Claims Administrator, along with proof that the siding is Weyerhaeuser Hardboard Siding. **Claimants who repair or replace their Weyerhaeuser Hardboard Siding independent of the Claims Program may be deemed ineligible to file a claim.** You may prove that you have Weyerhaeuser Hardboard Siding on your property by providing the Independent Claims Administrator with any one of the following: (1) a 6" x 6" siding sample which includes the lower drip edge for lap siding or the vertical groove for panel siding, or a 2" round siding sample obtained with a standard hole saw which includes the lower drip edge for lap siding or the vertical groove for panel siding, or other siding sample containing a Weyerhaeuser product identification stamp; or (2) a prior communication from Weyerhaeuser or the siding manufacturer, either through the warranty claims process or otherwise, that confirms that your siding is Weyerhaeuser Hardboard Siding; or (3) photographs of the exterior walls of the structure and the back of one or more pieces of the Weyerhaeuser Hardboard Siding depicting a Weyerhaeuser product identification stamp, or with the marking "AHA 10" or "AHA 20"; or (4) an invoice or Weyerhaeuser Hardboard Siding warranty, along with photographs of the exterior walls of the structure sufficient to establish that the siding is Weyerhaeuser Hardboard Siding; or (5) if you do not have any of these forms of proof, you may submit a claim form with a check or money order in the amount of \$150, which will be refunded if the Inspector determines the siding is Weyerhaeuser Hardboard Siding.

Class Members may make a claim once every two years for damage to Weyerhaeuser Hardboard Siding not previously compensated. A Class Member who submits more than three claims must pay a \$150 inspection fee in advance for any additional claims unless the Class Member's most recent inspection resulted in a claims payment. In the event any additional claim for which an inspection fee has been paid results in a claims payment, the Class Member will be reimbursed for the inspection fee.

v. **Claim for Unreimbursed Repairs.** If you paid to repair or replace damaged Weyerhaeuser Hardboard Siding before December 22, 2000, and without knowledge of this Settlement, you are entitled to make a claim for Unreimbursed Repairs if: (1) the repaired or replaced siding was Weyerhaeuser Hardboard Siding; (2) you personally own or owned the property on which the Weyerhaeuser Hardboard Siding was installed; (3) the Weyerhaeuser Hardboard Siding was damaged, and the damage was not caused by a Causation Exception; and (4) the Weyerhaeuser Hardboard Siding was repaired or replaced. You must complete and submit a Claim for Unreimbursed Repair within three years of the date of the Final Order and Judgment. You will be entitled to the lesser of the amount of (1) the amount of the Unreimbursed Repairs or (2) the amount to which you would have been entitled under the applicable Compensation Formula for current damage.

vi. **Claim for Any Difference Between Compensation Previously Received Under the Warranty Claims Process and the Amount Available Under the Settlement.** If, without representation by an attorney, you were previously compensated through the siding warranty claim process, you are included in the Class. If you comply with all other requirements of the Settlement and file a valid and complete Claim Form, you will receive the difference between what you received under the warranty claims process and what you would have been entitled to under this Settlement.

vii. **Compensation Formula for Damaged Siding.** The Settlement contains a Compensation Formula, which will be used to determine how much, if any, money you are entitled to receive for your damaged siding. The Compensation Formula will be based on (1) the average cost per square foot for siding replacement, including all material and labor as calculated by industry standards in your area, adjusted annually for inflation, or (2) for wax bleed or raised/popped fibers, the cost of appropriate refinishing as determined by industry standards in your area, also adjusted for inflation. If you previously received monetary compensation for damage to your siding from Weyerhaeuser, that amount will be deducted from the amount you are entitled to receive under the Settlement, unless the siding was replaced and the new siding is now damaged.

If more than 50% of the Weyerhaeuser Hardboard Siding on a side of your structure is found to have compensable damage, then you will be eligible for compensation for that entire side. If 75% or more of the Weyerhaeuser Hardboard Siding on your structure qualifies for compensation, then you will be eligible for compensation for the entire structure

viii. **Discontinued Weyerhaeuser Hardboard Siding Products for Which There Are No Reasonable Substitutes.** For those discontinued Weyerhaeuser Hardboard Siding products for which there are no reasonable substitutes: (1) if 25% or more of a side of your structure has Damage, the entire side shall be deemed Damaged; or (2) if 25% or more of the Siding on the entire structure has Damage prior to application of the totaling out procedure described above to any side, then all of the Siding on the structure shall be deemed Damaged; or (3) if 75% or

more of the Siding on the entire structure shall be compensable after application of the totaling out procedure described above, then all of the Siding on the structure shall be compensable. In the event any structure has more than one siding product, each product shall be evaluated separately.

ix. **Age Deduction.** The Settlement provides for a modest deduction based on the number of years the Weyerhaeuser Hardboard Siding has been installed on the structure. For the first five (5) years following the date of installation, there is no deduction and you will be entitled to full payment under the Compensation Formula. For each year thereafter, there will be a deduction of four percent (4%) per year for use of the Weyerhaeuser Hardboard Siding, up to a maximum total deduction of thirty percent (30%).

x. **Inspection and Payment of Claims.** After receipt of a properly completed Claim Form, a Court-appointed Independent Inspector who is trained and supervised jointly by the parties will inspect your property to verify whether your siding has compensable Damage. All Damaged Weyerhaeuser Hardboard Siding as defined in Section 2 above shall be compensable in accordance with the terms of the Settlement, unless it is subject to one of the Causation Exceptions defined in Section iii above. Inspectors are required to do an independent, objective inspection. You may request to be present for the inspection, but the Independent Inspector may not discuss your claim with you. After completion of the inspection, the Independent Inspector will forward his/her report to the Independent Claims Administrator, who will determine the amount of payment based on the information contained in the report of the Independent Inspector, by multiplying the Compensation Formula defined above by the square footage of compensable siding. You will then receive a check for the approved amount.

xi. **Claims Periods and Deadlines.** The Settlement provides a staggered claims program. You are required to file a claim within the following time limits:

1. If your Weyerhaeuser Hardboard Siding was installed between January 1, 1981, and December 31, 1987, you must file your claim within three years from the date of Final Order and Judgment in this Action. (December 22, 2003)
2. If your Weyerhaeuser Hardboard Siding was installed between January 1, 1988, and December 31, 1993, you must file your claim within six years from the date of Final Order and Judgment in this Action. (December 22, 2006)
3. If your Weyerhaeuser Hardboard Siding was installed between January 1, 1994, and December 31, 1999, you must file your claim from within nine years from the date of Final Order and Judgment in this Action. (December 22, 2009)

xii. **Release.** Under the Settlement, each Class Member shall be deemed to have released and discharged fully, finally, and forever Weyerhaeuser with regard to any claim, except those for personal injuries, regarding Weyerhaeuser Hardboard Siding. Class Members shall also be deemed to have released all non-parties with respect to claims relating to the Weyerhaeuser Hardboard Siding, except for claims against non-parties for damaged siding that was not compensable under the Settlement due to Causation Exceptions. Weyerhaeuser also releases the Class Members from all claims relating to Weyerhaeuser Hardboard Siding, with the exception of intentional torts.

xiii. **Attorneys' Fees and Costs.** At the Final Approval Hearing held on December 22, 2000, the Court awarded to Class Counsel attorneys' fees, plus reimbursement of expenses that were advanced in connection with the Litigation and future costs to administer the Settlement. The attorneys' fees and cost award has been agreed to by the parties, is paid to Class Counsel separately by Weyerhaeuser and will not reduce, in any manner, Class Members' recovery under the Settlement. Weyerhaeuser has agreed to pay Class Counsel a non-refundable initial payment of attorneys' fees of \$18 million plus 12% of the dollar value of any claims paid between \$120,000,000 and \$190,000,000. Class Counsel project the initial attorneys' fees payment to be equivalent to 15% of the first \$120,000,000 in claims paid. Class Counsel have agreed to limit their total fees to no more than \$26.4 million. In addition, Weyerhaeuser has agreed to reimburse Class Counsel for costs incurred during the course of litigation and for future costs associated with administration of the Settlement. Class Members are not personally liable for any fees and costs. The fee awarded to Class Counsel compensates them for their efforts in achieving monetary damages for the benefit of the Class, for their risk in undertaking this representation on a contingency basis, and for continued work on behalf of the Class during the nine (9) year life of the Settlement.

xiv. **Conditions for Settlement.** The Settlement is conditioned upon the occurrence of certain events. If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the Settlement Agreement may be terminated, and if terminated, will become null and void, and the parties to the Settlement Agreement will be restored to their respective positions.

xv. **Termination Provisions.** Weyerhaeuser has the right to terminate the Settlement Agreement any time after three (3) years from the Settlement Date. In the event Weyerhaeuser elects to terminate the Agreement, the Litigation, along with all other litigation dismissed pursuant to the Settlement Agreement, will be reinstated to their respective statuses as of the date of entry of Final Order and Judgment.

III. RIGHTS AND OPTIONS OF CLASS MEMBERS

If you wish to participate in the Settlement. If you are a member of the Class and you wish to participate in the Settlement, you must submit a Claim Form. **To request a claim form or if you have any questions about the Settlement, you may call 1-800-365-0697 or visit the Settlement website at www.weyerclaims.com.**

IV. CLASS COUNSEL

The Court has appointed the following attorneys to serve as Class Counsel:

Elizabeth J. Cabraser William Bernstein Jonathan D. Selbin Lisa J. Leebove LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP Embarcadero Center West 275 Battery Street, 30 th Floor San Francisco, CA 94111	Christopher I. Brain Beth E. Terrell Amanda M. Steiner TOUSLEY BRAIN STEPHENS PLLC 700 Fifth Avenue 5600 Key Tower Seattle, WA 98104	William M. Audet Michael M. McShane Ryan Hagan ALEXANDER, HAWES & AUDET LLP 152 North Third Street, Suite 600 San Jose, CA 95112
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John W. Elliott Nancy L. Mathis REED ELLIOTT CREECH & ROTH 99 Almaden Blvd. Suite San Jose, CA 95113	William H. Garvin III Law Offices of William H. Garvin III, P.A. 822 N. Monroe Street Tallahassee, FL 32303	Nancy J. Glidden PHEBUS & WINKELMANN 327 South High Street West Chester, PA 19382
G. Kevin Buchanan BUCHANAN, BURKE & TINNEY 210 Premier Place 5910 N. Central Expressway Dallas, TX 75206	Dan W. Clark DOLE, COALWELL, CLARK, MOUNTAINSPRING & MORNARICH, P.C. 810 S.E. Douglas Avenue P.O. Box 1205 Roseburg, OR 97470	Francis O. Scarpulla THE LAW OFFICES OF FRANCIS O. SCARPULLA 275 Battery Street, 28 th Floor San Francisco, CA 94111

V. EXAMINATION OF PAPERS AND INQUIRIES

This Notice contains only a summary of the terms of the Settlement. For a more detailed statement of the matters involved in this Litigation, you may review the pleadings, the Settlement Agreement, and other papers filed in this action, which may be inspected at the Office of the Clerk of the Superior Court of San Francisco County, 400 McAllister Street, San Francisco, California 94102.

Please do not call or write to the Court or the Clerk of the Court as neither can answer any questions or provide legal advice regarding the Settlement or your rights thereunder.

DATED: March 6, 2001

BY ORDER OF THE COURT