

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 1:01CV01295 (EGS) (AK)

VISTA HEALTHPLAN, INC. and
RAMONA SAKIESTEWA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

BRISTOL-MYERS SQUIBB, CO., and
AMERICAN BIOSCIENCE, INC.,

Defendants.

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND FAIRNESS HEARING**

**THIS NOTICE EXPLAINS YOUR RIGHTS
PLEASE READ IT CAREFULLY**

To: Third-Party Payors in the United States that, at any time from January 1, 1999 through December 31, 2002, purchased Taxol® and/or generic paclitaxel in the United States.

I. PURPOSE OF NOTICE

The parties to the above-captioned class action (“Action”), pending before the Honorable Emmet G. Sullivan in the United States District Court for the District of Columbia (“Court”), have agreed to a Settlement, described in more detail in Section IV below. The Settlement is subject to approval by the Court.

The purpose of this Notice is to inform Third-Party Payor members of the Settlement Class (described below), for whose benefit the Action has been prosecuted, of their rights. The provisions in this Notice are qualified and subject in their entirety to the terms of the Stipulations of Settlement, copies of which are available for review in the manner provided in Section XI below. Capitalized terms used but not defined herein have the meanings given to them in the Stipulations of Settlement.

II. THE SETTLEMENT CLASS

The “Settlement Class” or “Class,” which this Court has conditionally certified for the purposes of the Settlement, consists of all Third-Party Payors in the United States which, at any time from January 1, 1999 through December 31, 2002, paid, in whole or in part, for Taxol and/or generic paclitaxel in the United States. Excluded from the Class are Bristol-Myers Squibb Company (“Bristol”) and American BioScience, Inc. (“ABI”) (collectively, “Defendants”), their subsidiaries, affiliates, officers and directors and government entities.

A “Third-Party Payor,” for these purposes, means any entity that (a) is a party to a contract, issuer of a policy or sponsor of a plan, which contract, policy or plan provides coverage for the administration of Taxol or generic paclitaxel to natural persons, and (b) is also at risk, pursuant to such contract, policy, or plan, to pay or reimburse all or part of the costs of providing such coverage. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a third-party claims administrator to administer their prescription drug benefits may qualify as Third-Party Payors. Furthermore, a self-funded

health benefit plan for employees of a government entity that satisfies the definition of “Third-Party Payor” shall not be considered a “government entity.”

III. BACKGROUND TO THIS LITIGATION

Vista Healthplan, Inc., a Third-Party Payor, and Ramona Sakiestewa, an individual, filed antitrust, consumer protection and unjust enrichment claims against Defendants Bristol-Myers Squibb Co. and American BioScience, Inc., alleging that they engaged in wrongful and anti-competitive conduct by improperly extending Bristol’s monopoly over the market for paclitaxel, a cancer drug sold under the brand name Taxol. The crux of the allegations is that Defendants engaged in wrongful, deceptive and illegal conduct to keep generic versions of paclitaxel off the market.

This Action was filed on June 11, 2001. Preparation for the filing of this and related actions began as early as June 1998. In June 2002, the Attorneys General of several states brought an action against Bristol on behalf of consumers (“States Action”).¹ In November 2001, Oncology & Radiation Associates, P.A. brought a class action against Defendants on behalf of all direct purchasers (“Directs Action”).²

Since the filing of this Action, Vista and Class Counsel have engaged in an extensive investigation relating to the claims and underlying events alleged in the Complaint. Among other things, Class Counsel have: (1) reviewed and analyzed thousands of documents produced by Bristol, ABI and third parties; (2) engaged in legal research and analysis of a myriad of issues relating to class certification, liability, causation and damages; (3) briefed substantive motions on liability and class certification; and (4) retained and consulted with economists and other experts with respect to causation and damages allegedly sustained by the Class as a result of the wrongful conduct alleged in the Complaint. Class Counsel are therefore thoroughly familiar with issues of class certification, liability, causation and damages with respect to the claims asserted in the Complaint and defenses asserted by Bristol and ABI.

IV. PROPOSED SETTLEMENT OF THE ACTION

After extensive negotiations among the attorneys for the parties to the Action, the parties have agreed to a Settlement of the Action (“Settlement”), subject to approval by the Court. Defendants deny all wrongdoing. The parties agree that the Stipulations of Settlement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or the truth of any of the claims or allegations in the Action. The terms and conditions of the Settlement are incorporated in two Stipulations of Settlement both dated May 27, 2003. The Stipulations of Settlement are on file with the Court. They are also posted on the settlement website at www.taxoltp settlement.com and can also be reviewed as more fully described below in Section XI. The following is a summary description of the Stipulations of Settlement.

¹ Plaintiff Ramona Sakiestewa and Class Counsel have agreed with plaintiffs’ counsel in *State v. Ohio, et al. v. Bristol-Myers Squibb Co.*, Case No. 1:02CV01080 (EGS) (D.D.C.) (“States Action”), that any settlement in the States Action shall resolve, settle and satisfy all consumer claims asserted against Bristol in this Action. Upon Final Approval, the parties have agreed and stipulated pursuant to Rule 41(a)(1) that Plaintiff Ramona Sakiestewa shall dismiss all of her claims in the Action without prejudice to her participating in the settlement reached in the States Action. The Attorneys General of the Plaintiff States, in connection with the settlement of the States Action, are disseminating notice to consumer members of the proposed class in the States Action.

² The parties in the Directs Action have settled. Class Counsel in the Directs Action, in connection with the settlement of their action, are disseminating notice to members of the proposed class in the Directs Action.

The Stipulations of Settlement provide the following:

Settlement Fund:

Defendants have agreed to collectively pay \$15,185,000 (“Settlement Fund”) to settle the Action on behalf of Third-Party Payors who paid for Taxol and/or generic paclitaxel in the United States from January 1, 1999 through December 31, 2002. Bristol is paying \$15,000,000 and ABI is paying \$185,000. The Settlement Fund, less certain Reversion Amounts (described below), and less Court-approved amounts for: (1) attorneys’ fees, costs, taxes, allocable expenses; (2) incentive awards to the named Third-Party Payor Plaintiffs in this action and a related action, not to exceed \$50,000 per plaintiff; (3) costs of providing notice to the Third-Party Payor members of the Settlement Class; and (4) certain escrow agent and claims administration fees associated with the Settlement Fund (“Net Settlement Fund”), will be distributed to the Third-Party Payor members of the Settlement Class that file timely and valid Proofs of Claim. The Third-Party Payor Proof of Claim accompanies this Notice, and must contain the information requested therein, in accordance with the terms described below. The amount of the Third-Party Payor Settlement Fund is subject to the Settlement Reduction and Termination Contingencies described below.

Third-Party Payors may be required, as a condition of participation in the recovery, to present evidence of their purchases of Taxol and/or generic paclitaxel during the period January 1, 1998 through January 31, 2003 (the “Claim Period”). You should, therefore, preserve invoices and other records reflecting such purchases.

The award of attorneys’ fees to Class Counsel is a matter committed to the sole discretion of the Court. Class Counsel’s request to the Court for reasonable attorneys’ fees will not exceed one-third (33 1/3 %) of the difference between the Settlement Fund and certain amounts required to be repaid to Bristol pursuant to the Settlement Reduction Contingency described below and more particularly set forth in the Stipulations of Settlement (“Reversion Amounts”), plus up to twenty percent (20%) of such Reversion Amounts.

Allocation and Distribution Plan:

“Allocation and Distribution Plan” shall mean, subject to Court approval, the following:

- (1) All Class Members’ timely and valid claims shall be valued as follows: The sum of all Taxol Payments³ multiplied by seventeen percent (17%). This amount shall be referred to as the Class Member’s “Recognized Loss.”
- (2) To satisfy the Recognized Loss of Non-J-Code Class Members,⁴ one million and five hundred and thirty thousand dollars (\$1,530,000) of the Net Settlement Fund shall be set aside as the Preferential Fund.
- (3) The Recognized Loss of Non-J-Code Class Members and J-Code Class Members⁵ shall be

³ “Taxol Payments” shall mean the dollar amount of purchases of the brand-name prescription drug Taxol and generic paclitaxel (not including any dispensing fee), less any reimbursements (including co-payments), rebates or discounts, during the Class Period. For the purposes of this Settlement Agreement, a Third-Party Payor “purchases” Taxol or generic paclitaxel if they paid or reimbursed some or all of the purchase price. “Taxol Payments” shall not include any fees for the administration of Taxol or generic paclitaxel.

⁴ “Non-J-Code Class Members” shall mean those members of the Class that are not J-Code Class Members. Nothing herein prevents a Class Member who utilized more than one reimbursement or payment system at the same time during the Class Period from being considered both a J-Code Class Member and a Non-J-Code Class Member, and therefore having its claims satisfied accordingly under the Allocation and Distribution Plan.

⁵ “J-Code Class Member” shall mean any member of the Class that utilized a reimbursement or payment system for Taxol Payments during all or part of the Class Period that employed, or was based upon, a J-Code Medicare Fee Schedule (or any similar reimbursement or payment system). Nothing herein prevents a Class Member who utilized more than one reimbursement or payment system during the Class Period from being considered both a J-Code Class Member and a Non-J-Code Class Member, and therefore having its claims satisfied accordingly under the Allocation and Distribution Plan. “J-Code Medicare Fee Schedule” shall mean a fee schedule used by or authored by the Health Care Financing Administration, Centers for Medicare & Medicaid Services, and/or Medicare that employed a Code of “J9265” to represent Taxol or generic paclitaxel and listed fees for J9265 that

paid out of the Net Settlement Fund as follows:

- (a) The Recognized Loss of Non-J-Code Class Members shall first be paid out of the Preferential Fund on a pro-rata basis;
- (b) To the extent that the Recognized Loss of Non-J-Code Class Members is not one hundred percent (100%) satisfied from the Preferential Fund, the unsatisfied amounts of the Recognized Loss of the Non-J-Code Class Members will be paid from the Non-Preferential Fund⁶ together with the Recognized Loss of J-Code Class Members on a pro-rata basis.
- (c) If the Recognized Loss of Non-J-Code Class Members is one hundred percent (100%) satisfied from the Preferential Fund, and there remains money in the Preferential Fund, the remaining money will be added to the Non-Preferential Fund for payment of J-Code Class Members' Recognized Loss on a pro-rata basis.

To the extent that a Class Member used more than one reimbursement or payment system during the Class Period; and further, has valid claims as a Non-J-Code Class Member for only part of the Class Period, that Class Member's claims shall be allocated as follows: (1) the Class Member shall disclose, if applicable, the date when the Class Member switched to or from using a reimbursement or payment system based on a J-Code Medicare Fee Schedule (or any similar reimbursement or payment system), together with any other information relevant to determining the proportion of its Taxol Payments that were made under a Non-J-Code reimbursement or payment system (or similar system); (2) based on the date and other information disclosed, the Claims Administrator shall calculate the Class Member's actual breakdown of Taxol Payments or, if applicable, calculate the percentage of the Class Period that the Class Member was a Non-J-Code Class Member; and (3) the Class Member will be treated as both a J-Code Class Member and a Non-J-Code Class Member, according to its actual breakdown of Taxol Payments or percentage determined in subsection (2) above, if applicable.

did not change during the Class Period.

⁶ "Non-Preferential Fund" shall mean a fund, which the Court shall set aside to satisfy the claims of J-Code Class Members, in accordance with the Allocation and Distribution Plan, equal to the Net Settlement Fund less \$1,530,000.

Settlement Reduction and Termination Contingencies:

Under certain circumstances, more particularly set forth in the Stipulations of Settlement, portions of the Settlement Fund may be required to be repaid to Bristol based, in part, upon Taxol and/or generic paclitaxel purchases of members of the LDR Group,⁷ and/or certain other specific Third-Party Payors that have chosen not to participate in the Settlement (“Settlement Reduction Contingency”).

In addition, if total purchases of Taxol and/or generic paclitaxel by Third-Party Payors that timely and validly exclude themselves from the Settlement Class exceed a certain confidential sum agreed to by the parties, Defendants may terminate the Settlement in its entirety (“Settlement Termination Contingency”).

V. RIGHTS AND OBLIGATIONS OF CLASS MEMBERS

If you remain a member of this Class:

1. You will be entitled to share in the proceeds of the Settlement as described above and according to the terms of the Stipulations of Settlement if it is finally approved by the Court;

2. Lead Counsel will represent the Class on your behalf. All fees, costs and expenses of counsel for the Class will be paid only out of the Settlement Fund as determined by the Court;

3. You will not have to pay Class Counsel any additional amounts, and in no event will you have to pay any judgment, court costs, or attorneys’ fees for participating in this Action. Any Class Member who does not request exclusion may, if the Class Member desires, also enter an appearance through its own counsel at its own expense. You may also seek to intervene individually and may advise the Court if, at any time, you consider that you are not being fairly and adequately represented by the representative Plaintiff and Lead Counsel;

4. Your participation in any recovery from the Settlement will depend on an order of the Court and you will be bound by the results in this lawsuit. If the Settlement is finally approved, you will be bound by the final judgment and release against Defendants as entered by the Court;

5. You may be required as a condition to participating in any recovery from the Settlement Fund, or, in the event this case goes to trial (if the Court does not finally approve the Settlement), to present evidence documenting your purchases of Taxol and/or generic paclitaxel. You should, therefore, preserve invoices and other records reflecting this information; and

6. You will be entitled to receive notice of any ruling reducing the size of the Class and also notice of, and an opportunity to be heard respecting the proposed Settlement or dismissal of the Class claims. For this reason, as well as to participate in any recovery, you are requested to notify the Taxol Claims Administrator, c/o Claim Solutions, Inc., P.O. Box 24629, West Palm Beach, FL 33416, of any corrections or changes in your name or address.

⁷“LDR Group” shall mean the following third-party payors: Aetna US Healthcare, Arkansas Blue Cross and Blue Shield, Blue Cross Blue Shield of Arizona, Blue Cross Blue Shield of Georgia, Blue Cross Blue Shield of Kansas City, Blue Cross Blue Shield of Mississippi, Blue Cross Blue Shield of Missouri, Blue Cross Blue Shield of North Carolina, Blue Cross Blue Shield of Rhode Island, Blue Cross Blue Shield of Vermont, Blue Cross of California, Blue Cross of Idaho Health Service, BlueCross BlueShield Association FEP, Capital Blue Cross, Central Benefits Mutual Insurance Company, CIGNA, Conesco Companies, Eastern States Health and Welfare Fund, Federated Mutual, Fortis Ins. Co., GE Financial Assurance, Golden Rule Ins. Co., Government Employees Hospital Assoc., Great-West Life & Annuity Ins. Co., Group Health Cooperative, Health Insurance Plan of Greater New York, Health Net, Health Partners, Inc., Health Plan of the Redwoods, HealthNow New York, Inc., Highmark, Inc., Independence Blue Cross, Louisiana Health Service Indemnity Co. (d/b/a BlueCross/BlueShield of Louisiana), Mail Handlers Benefit Plan, Medical Benefits Mutual Life Ins. Co., Medical Mutual of Ohio, Mid-Atlantic Medical Services Inc., Mountain States Blue Cross Blue Shield, MVP Health Plan, National Health Ins. Co., Nationwide Insurance Co. (d/b/a Calfarm Ins.), Noridian Mutual Insurance Company, Oxford Health Plan, Pacific Life Insurance Company, PacifiCare Health Systems, Principal Life Ins. Co., Priority Health, Inc., The Wellness Plan, Tufts Associated Health Plans, Inc., Unicare Life & Health Ins. Co., UnitedHealthcare, Verizon Communications, Wellpoint, Wisconsin Physicians Service Ins. Corp., and any other entity that is represented by the law firm of Lowey Dannenberg Bemporad & Selinger, P.C. or Rawlings & Associates as of the date this Settlement Agreement is first executed.

VI. PROOF OF CLAIM

In order to share in the proceeds of the Settlement and to receive a portion of the Third-Party Payor Net Settlement Fund, Third-Party Payor Class Members are required to certify and complete the enclosed Proof of Claim (providing all the requested information), and mail it to the following address:

*Taxol Claims Administrator
c/o Complete Claim Solutions, Inc.
P.O. Box 24629
West Palm Beach, FL 33416
Toll Free (877) 848-2289*

YOUR PROOF OF CLAIM MUST BE received BY AUGUST 20, 2003.

VII. ALLOCATION AND DISTRIBUTION PLAN

The Net Settlement Fund to be distributed to eligible Class Members is subject to an Allocation and Distribution Plan ("Plan") (see section IV above) that is more fully described in the Stipulations of Settlement. The Plan has been preliminarily approved by the Court.

VIII. RELEASE AND DISCHARGE OF CLAIMS

In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, in the event that the Court gives Final Approval to this Settlement Agreement, each Releasee shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, and liabilities of any nature whatsoever, including without limitation costs, expenses, fines, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, which Releasors or any of them, whether directly, representatively, derivatively, or in any other capacity, whether or not they make a claim on or participate in the Settlement Fund, ever had, now have or hereafter can, shall or may have, relating in any way to any conduct, act or failure to act, prior to the date of this Settlement Agreement, concerning the purchase, sale, or pricing of Taxol or generic paclitaxel, or relating to any conduct, act or failure to act, alleged in this Action including, without limitation, any such claims that have been asserted or could have been asserted based on the facts alleged in the operative complaint in this Action against the Releasees; provided however, that nothing herein shall act as a release of any claim that does not arise from or relate to the facts, matters, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act set forth or alleged by Vista in this Action, including, but not limited to, claims based on the allegations asserted in *In re: Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456. The claims covered by the foregoing release are referred to herein collectively as the "Released Claims." Each Releasor hereby covenants and agrees that it shall not, hereafter, seek to establish liability against any Releasee based in whole or in part on any Released Claims.

In addition, each Releasor hereby expressly waives and releases, upon this Settlement Agreement becoming final, any and all provisions, rights, benefits conferred by section 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;

and any law or any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to section 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims, but each Releasor hereby expressly waives and fully, finally and forever settles and releases, upon this Settlement Agreement becoming final, the Released Claims, whether any Released Claim

is known or unknown, suspected or unsuspected, contingent or non-contingent, concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasor also hereby expressly waives and fully, and finally and forever settles any and all Released Claims it may have under § 17200, et seq., of the California Business and Professions Code.

The Third-Party Payor Class Members intend by this Settlement Agreement to settle with and release only the Releasees, and the parties do not intend this Settlement Agreement, or any part hereof, to release or otherwise affect in any way any rights Third-Party Payor Class Members have or may have against any other party or entity whatsoever other than the Releasees. In addition, the releases set forth above shall not release any claims for product liability, breach of contract, breach of warranty, personal injury or similar claims unrelated to the subject matter of the Released Claims.

Any disputes arising under or relating to the Settlements, including, but not limited to, the releases in the Stipulations of Settlement, will be resolved in the United States District Court for the District of Columbia. The Stipulations of Settlement, including, but not limited to, the releases contained therein, shall be governed and construed in accordance with the laws of the State of New York, without regard to its choice of law or conflict of laws provisions.

IX. YOUR RIGHT TO BE EXCLUDED FROM THE SETTLEMENT

If you fit the above description of a Class Member, you have a choice whether or not to remain a member of the Class on whose behalf this suit is being maintained. This choice will have consequences that you should understand before making your decision. If you want to remain a member of the Class, you are not required to do anything at this time. However, as explained above, to share in the proceeds of the Settlement and to receive a portion of the Third-Party Payor Net Settlement Fund, Third-Party Payor Class Members are required to complete the enclosed Proof of Claim. By remaining a Class member, you cannot assert in any other lawsuit, any claims against Defendants arising from Defendants' conduct as alleged in the Complaint.

If you want to be excluded from the Class for any reason, you must make a written request for exclusion from the Class, containing the information below, and send it to the Taxol Claims Administrator, c/o Complete Claim Solutions, Inc., P.O. Box 24629, West Palm Beach, FL 33416 by first-class mail, to be received no later than August 20, 2003. By making this election to be excluded, you will not share in any recovery to be paid to the Class as a result of the Settlement of this Action, you will not be entitled to appear at the Fairness Hearing discussed in Section X below, and you will not be bound by the Releases set forth in the Stipulations of Settlement.

Each Third-Party Payor member of the Class must make its own request for exclusion ("Notice of Exclusion"), which must be signed and contain the name, address, taxpayer identification number, telephone number and fax number of the entity that wishes to be excluded from the Class. The request for exclusion must also include a signed certification containing the following language:

The undersigned hereby represents that he/she has authority to sign and submit this Notice of Exclusion on behalf of the above-named Third-Party Payor, and that the information provided herein is true based on company records kept in the ordinary course of business. The undersigned also certifies that he/she has not received any advice from the parties to this litigation concerning his/her or the Third-Party Payor's fiduciary obligations under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1100, et seq., or other laws governing their obligations to any Class member. The undersigned understands that by submitting this Notice of Exclusion, the Third-Party Payor identified above will not be entitled to receive any proceeds of the Settlements described more fully in the Notice. By signing below, I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. 28 U.S.C. § 1746.

If the person who signs the Notice of Exclusion is not a duly authorized officer or director (or like employee) of the entity wishing to be excluded, then the individual must attach written evidence of the Third-Party Payor's grant of authority to the individual signing to execute the Notice of Exclusion on its behalf.

In addition, each Third-Party Payor requesting exclusion is requested to set forth the amounts paid for Taxol and/or generic paclitaxel during the period January 1, 1999 through December 31, 2002. The purpose of this information is to determine whether the Settlement Reduction and Termination Contingencies have been met. Entities not submitting the requested information may be subject to discovery via subpoena or other legal process. Any information provided by any entity requesting exclusion from the Class shall be kept confidential as provided for in the Stipulations of Settlement.

X. THE FAIRNESS HEARING

The Court has scheduled a hearing to be held on October 22, 2003, at 11:00 a.m. in Courtroom No. 1 before the Honorable Emmet G. Sullivan, Judge of the United States District Court for the District of Columbia, at the Federal Courthouse, 333 Constitution Avenue, N.W., Washington, DC 20001, for the purpose of determining whether to finally approve the terms of the Settlement, and the motion for fees, costs and incentive awards. The time and date of the hearing may be continued or rescheduled by the Court without further notice.

If you wish to comment in support of, or in opposition to, the Settlement or motion for fees, costs and incentive awards, you may do so, but you must first file your comments and/or objections in writing, by mail, postage prepaid, to Lead Counsel for the Third-Party Payor Class and Counsel for Defendants (addresses below), received on or before September 22, 2003, giving your name and current address.

If you wish to be heard at the hearing in person or through your own attorney, you or your attorney must file a written Notice of Appearance with the Clerk of the Court for the United States District Court for the District of Columbia, at 333 Constitution Avenue, N.W., Washington, DC 20001, on or before September 22, 2003, and include a statement of the position to be asserted and the ground therefor, together with copies of any supporting papers or briefs. Your notice must include in a prominent location the name of the case (Vista Healthplan, Inc. v. Bristol-Myers Squibb Co.), the case number (No. 1:01cv01295(EGS)), and the Judge's name (Hon. Emmet G. Sullivan). You must also send a copy of your Notice of Appearance along with all accompanying papers to Lead Counsel for the Third-Party Payor Class, and Counsel for Defendants (addresses below).

Lead Counsel for the Third-Party Payor Class:

Kevin B. Love, Esq.
Hanzman & Criden, P.A.
220 Alhambra Cir, Suite 400
Coral Gables, FL 33134

Counsel for Defendants:

Richard J. Stark, Esq.
Cravath, Swaine & Moore
Hampton LLP
Worldwide Plaza, 825 Eighth Avenue
New York, NY 10019

Carlton A. Varner, Esq.
Sheppard, Mullin, Richter &
333 South Hope Street, 48th Floor
Los Angeles, CA 90071

Except as provided herein, no person shall be entitled to contest the terms and conditions of the Settlement, or to object to attorneys' fees, costs and incentive awards, and persons who fail to object as provided herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections. You need not appear at the hearing in order to object.

XI. ADDITIONAL INFORMATION

The above is only a summary of the Settlement. A copy of the Stipulations of Settlement, which includes the releases, is on public file with the Clerk of the United States District Court for the District of Columbia, at 333 Constitution Avenue, N.W., Washington, DC 20001. In addition, Class Counsel will file their motion for attorneys' fees, costs, and incentive awards as previously described, with the Clerk of the United States District Court for the District of Columbia, at 333 Constitution Avenue, N.W., Washington, DC 20001, on or before October 15, 2003. The Stipulations of Settlement and motion for attorneys' fees will be available for inspection during normal business hours at the Office of the Clerk.

The Court preliminarily approved the proposed Settlement after a hearing held on June 3, 2003, after determining that the proposed Settlement is within the range of reasonableness. Accordingly, as described in Section X above, the Court has set a Fairness Hearing on October 22, 2003, in order to determine whether the proposed Settlement be finally approved as described above in Section X.

Any questions that you have concerning the matters contained in this Notice may be directed, in writing, to any of the attorneys listed above in Section X.

The pleadings and other records in this litigation may be examined and copied at any time during regular office hours at the Office of the Clerk of the United States District Court for the District of Columbia, at 333 Constitution Avenue, N.W., Washington, DC 20001. Alternatively, the consent decree and other documents may be viewed, at no cost, on the website for the United States District Court for the District of Columbia at www.dcd.uscourts.gov. Certain Settlement documentation is also available at www.taxoltpsettlement.com.

PLEASE DO NOT CONTACT THE COURT REGARDING THE SETTLEMENT.

Dated: _____

BY ORDER OF THE COURT
HONORABLE EMMET G. SULLIVAN
UNITED STATES DISTRICT JUDGE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA