

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

ISAAC BTESH et al. on behalf of themselves and all others)) MASTER FILE NO. 3:98
similarly situated)) CV-00213 (AVC)
Plaintiffs,))
))
v.))
))
AL BAHNMAN, et al.,))
))
Defendants.))
_____))

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT THEREOF, SETTLEMENT HEARING
AND RIGHT TO SHARE IN SETTLEMENT FUND**

TO: ALL PERSONS WHO PURCHASED TEE-COMM ELECTRONICS, INC. ("TEE-COMM") COMMON STOCK BETWEEN OCTOBER 18, 1995 AND MAY 27, 1997, INCLUSIVE.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. IF YOU ARE A CLASS MEMBER, YOU ULTIMATELY MAY BE ENTITLED TO RECEIVE BENEFITS PURSUANT TO THE PROPOSED SETTLEMENT DESCRIBED HEREIN.

CLAIMS DEADLINE: CLAIMANTS MUST SUBMIT PROOFS OF CLAIM, ON THE FORM ACCOMPANYING THIS NOTICE, POST-MARKED ON OR BEFORE NOVEMBER 27, 2000.

EXCLUSION DEADLINE: REQUESTS FOR EXCLUSION MUST BE FILED SO AS TO BE RECEIVED NO LATER THAN OCTOBER 16, 2000.

SECURITIES BROKERS AND OTHER NOMINEES: PLEASE SEE INSTRUCTIONS ON PAGE 6 HEREIN.

SUMMARY OF SETTLEMENT AND RELATED MATTERS

I. Purpose of this Notice

1. This Notice is given pursuant to rule 23 of the Federal Rules of Civil Procedure and an Order of the Court dated July 28, 2000. The purpose of this Notice is to inform you that this Action and the proposed Settlement will affect all Class Members' rights. This Notice describes rights you may have under the proposed Settlement and what steps you may take in relation to this litigation. This Notice is not an expression of any opinion by the Court as to the merits of any claims or any defenses asserted by any party in this litigation, or the fairness or adequacy of the proposed Settlement.

II. Statement of Plaintiff Recovery

2. Pursuant to the Settlement described herein, a Settlement Fund including US \$1,800,000, plus interest, for the benefit of the Class herein has been established. Plaintiffs estimate that there were approximately 27.4 million shares of Tee-Comm common stock traded during the Class Period which may have been damaged as a result of the alleged wrongdoing described at paragraphs 13-19 below. Plaintiffs estimate that the average recovery per damaged share of Tee-Comm common stock under the Settlement is 6.57¢ per damaged share before deduction of Court-awarded attorneys fees and expenses. Depending on the number of claims filed, when during the Class Period a Class Member purchased his or her shares of Tee-Comm common stock, and whether those shares were held at the end of the Class Period or sold during the Class Period, and if sold, when they were sold, an individual Class Member may receive more or less than this average amount.

3. A Class Member's distribution from the Settlement Fund will be governed by the Plan of Allocation to be approved by the Court. A detailed explanation of how each Class Member's claim will be calculated for purposes of the Settlement is set forth in the proposed Plan of Allocation which appears at page 4 of this Notice.

III. Statement of Potential Outcome of Case

4. The parties disagreed on both liability and damages and do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to have prevailed on each claim alleged. The issues on which the parties disagree relating to damages per share include: the appropriate economic model for determining the amount by which Tee-Comm's common stock was allegedly artificially inflated (if at all) during the Settlement Class Period; the amount by which Tee-Comm's common stock was allegedly artificially inflated

(if at all) during the Settlement Class Period; the effect of various market forces influencing the trading price of Tee-Comm's common stock at various times during the Settlement Class Period; the extent to which external factors, such as general market and industry conditions, influenced the trading price of Tee-Comm's common stock at various times during the Settlement Class Period; the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Tee-Comm's common stock at various times during the Settlement Class Period; the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the trading price of Tee-Comm's common stock at various times during the Settlement Class Period; and whether the statements made or facts allegedly omitted were material or otherwise actionable under the federal securities laws.

5. Plaintiffs' consider that there was a substantial risk that Plaintiffs and the Class might not have prevailed on all their claims and that there were risks that the decline in the price of Tee-Comm's common stock could be attributed, in whole or in part, to other factors, therefore Plaintiffs could have recovered nothing or substantially less than this amount.

6. The Settling Defendants deny that they are liable to the Plaintiffs or the Class and deny that Plaintiffs or the Class have suffered any damages.

IV. Statement of Attorneys' Fees and Costs Sought

7. Plaintiffs' counsel intend to apply for fees of up to one-third (33 1/3%) of the Settlement Fund, and for reimbursement of expenses incurred in connection with the prosecution of this litigation in the approximate amount of \$100,000, or an average of 2.55¢ per damaged share.

V. Further Information

8. Further information regarding the litigation and this Notice may be obtained by contacting Lead Counsel for Plaintiffs and the Class: Jerome M. Congress, Esq., Milberg Weiss Bershad Hynes & Lerach LLP, One Pennsylvania Plaza, New York, New York 10119, Telephone (212) 594-5300.

NOTICE OF SETTLEMENT HEARING

9. NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Connecticut (the "Court") dated July 28, 2000, that a hearing will be held before the Honorable Alfred V. Covello, Chief United States District Judge, at the United States Courthouse, 450 Main Street, Hartford, Connecticut 06103, at 11:00 a. m. on October 27, 2000 (the "Settlement Fairness Hearing") to determine whether a proposed settlement (the "Settlement") of the above-captioned litigation (the "Litigation") as set forth in the Stipulation of Settlement dated July 21, 2000 (the "Stipulation"), is fair, reasonable and adequate and to consider the application of class counsel for attorneys' fees and reimbursement of expenses.

10. The Court, by Preliminary Order In Connection With Settlement Proceedings, dated July 28, 2000, has certified a plaintiff class consisting of: "all persons who purchased Tee-Comm Electronics, Inc. ("Tee-Comm") common stock between October 18, 1995 and May 27, 1997, inclusive. Excluded from the Class are Tee-Comm and its subsidiaries and affiliates, the officers and directors of Tee-Comm, Defendants in this action, members of the immediate families of each of the Defendants, any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors in interest or assigns of any such excluded party.

BACKGROUND OF THE LITIGATION

11. Tee-Comm, which is not a party herein because of its voluntary filing of bankruptcy, was incorporated under the Canada Business Corporations Act. Prior to the commencement of the Class Period, Tee-Comm was both a manufacturer and distributor of analog satellite television receiving systems in Canada and the United States. Commencing in 1996, Tee-Comm also provided digital direct-to-home ("DTH") services. This action concerns the dissemination of allegedly false and misleading statements relating to Tee-Comm's satellite television division, AlphaStar Television Network, Inc. ("AlphaStar") relating to its ability to provide satellite DTH services and its ability to raise additional capital needed to develop its system.

12. Prior to the commencement of the Class Period, the home satellite television business experienced a significant technological shift from an analog method of transmission of audio and video signals to a digital method of transmitting audio and video television signals, resulting in a significant reduction in the cost of satellite transmission and an increase in the number of channels that could be delivered to the consumer's reception equipment. As a result of this technological shift to digital technology, the Company and the Defendants decided, prior to the commencement of the Class Period, to abandon the Company's analog business, and directed the Company's research and development activities toward new product development for the digital technology. The Consolidated Complaint alleged that the defendants repeatedly misrepresented the quality and state of development of the Company's digital product line, and omitted to disclose very serious problems affecting that product line.

13. The Consolidated Complaint alleged a Class Period commencing with the filing of Tee-Comm's Preliminary Short Form Prospectus dated October 18, 1995 (the "Preliminary Prospectus"), in connection with a proposed public offering of 4,000,000 of the Company's common shares, in which the defendants described the technology and the planned operation of its digital DTH business. The

Preliminary Prospectus, in a section entitled "State-of-the-Art Technology," touted the technology to be used. The Consolidated Complaint alleged that the defendants repeated or expanded on the false and misleading description and representations that were made in the Preliminary Prospectus in many subsequent reports.

14. The Consolidated Complaint alleges that the statements made during the Class Period were materially false and misleading, because defendants failed to disclose the following facts, among others: beginning with the initial testing of various component parts of the "Units" they sold before the beginning of the Class Period and continuing throughout the Class Period, some of the component parts of the Units, and the Units themselves, did not work properly due to various problems. .

15. The Consolidated Complaint alleges that, as a result of huge levels of defective Units, the Company's financial statements issued throughout the Class Period allegedly overstated inventory and assets by significant and material amounts. The Consolidated Complaint also alleges that Defendants also materially overstated inventory by reflecting the older, analog products at artificially high prices.

16. The Consolidated Complaint further alleges that the Defendants misrepresented Tee-Comm's ability to raise additional needed capital.

17. The Class Period ends on May 27, 1997. On that date, Tee-Comm issued a press release in which Tee-Comm announced that the Bank of Montreal, Tee-Comm's existing lender, demanded immediate repayment of its existing credit facility and appointed an interim receiver in respect of the property and assets of the Corporation and certain of its subsidiaries. In addition, the board of directors has resigned effective May 21, 1997.

18. Tee-Comm was a publicly-held company whose common stock was listed on the Toronto Stock Exchange ("TSE") under the symbol "TEN" and quoted on the NASDAQ National Market ("NASDAQ") under the symbol "TENXF". Tee-Comm's common stock was registered with the SEC pursuant to the Exchange Act. Tee-Comm filed periodic public reports with the Ontario Securities Commission ("OSC") and the Securities and Exchange Commission ("SEC"). A number of the documents filed with the OSC or SEC contained a section entitled "Risk Factors." It is defendants' position that these "Risk Factors" sections adequately apprised the market as to the risks associated with the purchase or sale of Tee-Comm securities. It is plaintiffs' position that these sections did not.

19. The Consolidated Complaint further alleges that plaintiffs and other class members purchased the common stock of Tee-Comm during the Class Period at artificially inflated prices as a result of the Defendants' dissemination of false and misleading statements regarding Tee-Comm in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder.

BACKGROUND TO THE SETTLEMENT

20. The Defendants (as defined below) have denied all averments of wrongdoing or liability in the Litigation and all other accusations of wrongdoing or violations of law. The Stipulation is not and shall not be construed or be deemed to be evidence or an admission or a concession on the part of any of the Defendants of any fault or liability or damages whatsoever, and Defendants do not concede any infirmity in the defenses which they have asserted or intended to assert in the Litigation.

21. Prior to entering into the Stipulation, plaintiffs' counsel conducted an investigation relating to the events and transactions underlying plaintiffs' claims, including, inter alia, interviews with knowledgeable persons, review of relevant documents and obtaining advice and information from expert consultants. Plaintiffs' counsel's decision to enter into this Settlement was made with knowledge of the facts and circumstances underlying plaintiffs' claims and the strengths and weaknesses of those claims. In determining to settle the action, they have evaluated the information obtained relevant to plaintiffs' claims and defendants ability to pay and have taken into account the substantial expense and length of time necessary to prosecute the litigation through pre-trial discovery, trial, post-trial motions and likely appeals, taking into consideration the significant uncertainties in predicting the outcome of this complex litigation. Counsel for plaintiffs believe that the Settlement described herein confers very substantial benefits upon the Class. Based upon their consideration of all of these factors, plaintiffs and their counsel have concluded that it is in the best interest of plaintiffs and the Class to settle the action on the terms described herein.

22. All of the parties have now agreed to settle all aspects of the Litigation, subject to approval of the Court. Plaintiffs recognized the uncertainty and the risk of the outcome of any litigation, especially complex litigation such as this, and the difficulties and risks inherent in the trial of such an action. Plaintiffs also recognized that the Company is bankrupt and that the Defendants' insurance policy was being depleted by defense costs and other claims. Furthermore, the Defendants have represented that their financial conditions would not support a substantial recovery beyond the insurance available. Plaintiffs desired to settle the claims of the Class against defendants on the terms and conditions described herein which provide substantial benefits to the Class. Counsel for the Class deem such settlement to be fair, reasonable and adequate to, and in the best interests of the members of the Class.

23. The Defendants, while continuing to deny all allegations of wrongdoing or liability whatsoever, desired to settle and terminate all existing or potential claims against them, without in any way acknowledging any fault or liability.

24. The amount of damages, if any, which plaintiffs could prove was also a matter of serious dispute, and the Settlement's use of a Recognized Claim formula for distributing the Settlement proceeds does not constitute a finding, admission or concession that provable damages could be measured by the Recognized Claim formula. No determination has been made by the Court as to liability or the amount,

if any, of damages suffered by the Class, nor on the proper measure of any such damages. Under the relevant securities laws, a claimant's recoverable damages are limited to the losses attributable to the alleged fraud. Losses which resulted from factors other than the alleged fraud are not compensable. The determination of damages, like the determination of liability, is a complicated and uncertain process, typically involving conflicting expert opinions. During the course of the Litigation defendants, in addition to denying any liability, disputed that plaintiffs and the Class were damaged by any wrongful conduct on Defendant's part. The Settlement herein is providing an immediate and substantial cash benefit and avoids the risks that liability or damages might not have been proven at trial.

25. THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE PLAINTIFFS' CLAIMS OR THE DEFENSES THERETO. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RECOVERY COULD BE HAD IN ANY AMOUNT IF THE ACTION WERE NOT SETTLED.

TERMS OF THE SETTLEMENT

26. In full and complete settlement of the claims which have or could have been asserted in this action, and subject to the terms and conditions of the Stipulation, Defendants have paid into escrow on behalf of Plaintiffs and the Class US \$1,800,000 (the "Class Settlement Amount"), which has been earning interest for the benefit of the Class since April 21, 2000¹.

27. Pursuant to the Settlement, and on the Effective Date, plaintiffs and members of the Class on behalf of themselves, their heirs, executors, administrators, successors and assigns, and any persons they represent, shall release and forever discharge, and shall forever be enjoined from prosecuting the Released Parties (defined below) with respect to each and every Settled Claim (defined below).

28. The "Defendants" are Al Bahnman, James Wilkinson, Murray Klippenstein, and Dave Charles. The Settlement will release the Class' claims against the Defendants and any other director or officer of Tee-Comm (collectively the "Released Parties").

29. "Settled Claims" means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known and unknown claims, that relate to the matters alleged in the Consolidated Complaint and which have been or could have been asserted by any member of the Class against any of the Released Parties relating to the purchase of Tee-Comm common stock during the Class Period.

30. If the Settlement is approved by the Court, all claims which have or could have been asserted in the action will be dismissed on the merits and with prejudice as to all Class Members and all Class Members shall be forever barred from prosecuting a class action or any other action raising any Settled Claims against any Released Party.

31. The Stipulation provides that the Defendants may withdraw from and terminate the Settlement in the event that in excess of a certain amount of claimants exclude themselves from the Class.

32. The Settlement will become effective at such time as Orders entered by the Court approving the Settlement shall become final and not subject to appeal (the "Effective Date").

PLAN OF ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS

33. The \$1,800,000 Class Settlement Amount and the interest earned thereon shall be the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, fees and expenses (the "Net Settlement Fund") shall be distributed to members of the Class who file acceptable Proofs of Claim ("Authorized Claimants").

34. The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim."

35. An Authorized Claimant's "Recognized Claim" shall mean the difference, if any, between the amount paid for Tee-Comm common stock during the Class Period (including brokerage commissions and transaction charges), and the sum for which said shares were sold at a loss on or before May 27, 1997. As to those shares which an Authorized Claimant continued to hold as of the close of trading on May 27, 1997, Recognized Claim shall mean the difference, if any, between the amount paid for each such share purchased during the Class Period and 50¢ per share, the closing price of said shares on May 27, 1997. Transactions resulting in a gain shall not be included.

36. Each Authorized Claimant shall be allocated a pro rata share of the Net Settlement Fund based on his, her or its Recognized Claim compared to the Total Recognized Claims of all accepted claimants.

37. Class Members who do not file acceptable Proofs of Claim will not share in the settlement proceeds. Class Members who do not either file a request for exclusion or file acceptable Proofs of Claim will nevertheless be bound by the judgment and the Settlement.

¹ An additional \$200,000 has been placed in escrow by Defendants for the settlement of an action commenced in the United States District Court for the Northern District of Illinois by O'Rourke Bros., Inc. against some of the Defendants herein and styled *O'Rourke Bros., Inc. v. Bahnman, et al.*, Case No. 99C-1238. It is a condition to the Settlement herein that the O'Rourke Action be settled.

THE RIGHTS OF CLASS MEMBERS

38. The Court has certified this action to proceed as a class action. If you purchased Tee-Comm Electronics, Inc. ("Tee-Comm") common stock between October 18, 1995 and May 27, 1997, inclusive, then you are a Class Member. Class Members have the following options pursuant to Rule 23 (c) (2) of the Federal Rules of Civil Procedure:

(a) If you wish to remain a member of the Class you may share in the proceeds of the settlement, provided that you submit an acceptable Proof of Claim. Class Members will be represented by the Plaintiffs and their counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf on or before October 16, 2000, and must serve copies of such appearance on the attorneys listed in Paragraph 45 below.

(b) If you do not wish to remain a member of the Class you may exclude yourself from the Class by following the instructions in Paragraph 43 below. Persons who exclude themselves from the Class will **NOT** receive any share of the settlement proceeds from this action and will not be bound by the Settlement herein².

(c) If you object to the Settlement, the Plan of Allocation, or to Plaintiffs' Counsel's application for fees and expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in paragraph 45 below.

FILING AND PROCESSING OF PROOFS OF CLAIM

39. IN ORDER TO BE ELIGIBLE TO RECEIVE ANY DISTRIBUTION FROM THE SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THE ATTACHED PROOF OF CLAIM AND RELEASE FORM AND SEND IT BY PREPAID FIRST CLASS MAIL POST-MARKED ON OR BEFORE NOVEMBER 27, 2000, ADDRESSED AS FOLLOWS:

In re Tee-Comm Securities Litigation
C/O Gilardi & Co. LLC
Claims Administrator
Post Office Box 5100
Larkspur, CA 94977-5100

40. IF YOU DO NOT FILE A PROPER PROOF OF CLAIM FORM, YOU WILL NOT BE ENTITLED TO ANY SHARE OF THE SETTLEMENT FUND.

41. IF YOU ARE A CLASS MEMBER AND YOU DO NOT PROPERLY EXCLUDE YOURSELF FROM THE CLASS, YOU WILL BE BOUND BY THE SETTLEMENT AND THE FINAL JUDGMENT OF THE COURT DISMISSING THIS LITIGATION, EVEN IF YOU DO NOT FILE A PROOF OF CLAIM. IF YOU EXCLUDE YOURSELF, YOU WILL NOT BE BOUND BY THE JUDGMENT BUT YOU WILL NOT BE ENTITLED TO ANY SHARE OF THE SETTLEMENT FUND.

42. All Proofs of Claim must be submitted by the date specified in this Notice unless such period is extended by Order of the Court. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the District of Connecticut with respect to his, her or its claim.

EXCLUSION FROM THE SETTLEMENT

43. Each Member of the Class shall be bound by all determinations and judgments in this action concerning the Settlement, whether favorable or unfavorable, unless such person shall mail, by first class mail, a written request for exclusion from the Class, postmarked no later than October 16, 2000, addressed to Tee-Comm Securities Litigation Exclusions, C/O Gilardi & Co. LLC, Claims Administrator, P.O. Box 5100, Larkspur, CA 94977-5100. No person may exclude himself from the Settlement Class after that date. In order to be valid, each such request for exclusion must set forth the name and address of the person or entity requesting exclusion, must state that such person or entity "requests exclusion from the Class in the Tee-Comm Securities Litigation, Master File No. 3:98 CV-00213 (AVC)" and must be signed by such person or entity. Persons and entities requesting exclusion are requested to also provide their telephone number and the following information: the date, number of shares, and price of each purchase and or sale of Tee-Comm common stock traded during the Class Period, and the name of the brokerage firm effecting such transaction(s).

SETTLEMENT FAIRNESS HEARING

44. At the Settlement Fairness Hearing, the Court will determine whether to finally approve this Settlement and dismiss the Litigation and the claims of the Class. The Settlement Fairness Hearing may be adjourned from time to time by the Court without further written notice to the Class.

² A separate proposed class action entitled Fischer v. Tee-Comm Electronics Inc., et al., pending in the Ontario Court of Justice (General Division), Court File No. 2672197, was brought on behalf of purchasers of Tee-Comm common stock from Nesbitt Burns (the proposed "Fischer Class"). If the Settlement described herein is approved, the Members of the Class herein shall release all their claims against the Defendants herein, including any claims asserted in the Fischer action against any of the Released Parties herein. Persons who exclude themselves from this Class may be members of the proposed Fischer Class.

45. At the Settlement Fairness Hearing, any Class member who has not properly filed a Request for Exclusion from the Class may appear in person or by counsel and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the Plan of Allocation, or the application for an award of attorneys' fees and reimbursement of expenses, provided, however, that in no event shall any person be heard in opposition to the Settlement, the Plan of Allocation or Plaintiffs' Counsel's application for attorneys' fees and expenses, and in no event shall any paper or brief submitted by any such person be accepted or considered by the Court, unless, on or before October 16, 2000, such person (a) files with the Clerk of the Court notice of such person's intention to appear, together with a statement that indicates the basis for such opposition, along with any documentation in support of such objection, and (b) simultaneously serves copies of such notice, statement and documentation, together with copies of any other papers or briefs such person files with the Court, in person or by mail upon each of the following: Jerome M. Congress, Esq., Milberg Weiss Bershad Hynes & Lerach LLP, One Pennsylvania Plaza, New York, New York 10119, Telephone (212) 594-5300, Lead Counsel for Plaintiffs and the Class; William Eggeling, Esq., Ropes & Gray, 30 Kennedy Plaza, Providence, RI 02903, Telephone (401) 455-4400, Attorneys for Defendants; and Andrew Simmonds, Esq., D'Amato & Lynch, 70 Pine Street, New York, NY 10270, Telephone (212) 269-0927, Attorneys for American Home Assurance Co.

ATTORNEYS' FEES AND DISBURSEMENTS

46. At the Settlement Fairness Hearing or at such other time as the Court may direct, Plaintiffs' Counsel intend to apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not greater than one-third (33 1/3%) of the Gross Settlement Fund allocable to the Class, and for reimbursement of their expenses in the approximate amount of \$100,000, plus interest at the same rate as earned by the Settlement Fund. Plaintiffs' counsel, without further notice to the Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering the settlement and distributing the settlement proceeds to the members of the Class.

FURTHER INFORMATION

47. For a more detailed statement of the matters involved in this Litigation, reference is made to the pleadings, to the Stipulation, to the Orders entered by the Court and to the other papers filed in the Litigation, which may be inspected at the Office of the Clerk of the United States District Court for the District of Connecticut, United States Courthouse, 450 Main Street, Hartford, Connecticut 06103, during regular business hours.

48. ALL INQUIRIES CONCERNING THIS NOTICE OR THE PROOF OF CLAIM FORM BY CLASS MEMBERS SHOULD BE MADE TO THE CLAIMS ADMINISTRATOR IN WRITING. NO INQUIRIES SHOULD BE DIRECTED TO THE COURT.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

49. If you purchased common stock of Tee-Comm Electronics, Inc. during the Class Period for the beneficial interest of a person or organization other than yourself, the Court has directed that within seven days of your receipt of this Notice; you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such stock during such time period or (b) you request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow this alternative procedure (b), the Court has ordered that you must, upon such mailing, send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

In re Tee-Comm Securities Litigation
C/O Gilardi & Co. LLC
Claims Administrator
P.O. Box 5100
Larkspur, CA 94977-5100
(800) 654-5763

Dated: Hartford, Connecticut
August 18, 2000

By Order of the Court
CLERK OF THE COURT