

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

In re SILICON GRAPHICS, INC. II SECURITIES	)	Master File No. C-97-4362-SI
LITIGATION	)	
	)	<u>CLASS ACTION</u>
This Document Relates To:	)	
	)	
ALL ACTIONS.	)	
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**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF SILICON GRAPHICS, INC. ("SGI") DURING THE PERIOD JULY 24, 1997 THROUGH OCTOBER 6, 1997

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM POSTMARKED ON OR BEFORE JANUARY 24, 2002.

This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class action litigation (the "Litigation") and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the settlement. This Notice describes the rights you may have in connection with the settlement and what steps you may take in relation to the settlement and this class action litigation.

The proposed settlement creates a fund in the principal amount of Four Million Dollars (\$4,000,000.00) in cash and Eight Million (8,000,000) freely tradeable shares of SGI common stock (the "Settlement Fund") and will include interest that accrues on the fund prior to distribution. Based on Lead Plaintiffs' estimate of the number of shares entitled to participate in the settlement, the anticipated number of claims to be submitted by Class Members, and the current price of SGI common stock, the average distribution per share would be approximately \$.38 before deduction of Court-approved fees and expenses. However, your actual recovery from this fund will depend on a number of variables including the number of claimants, the number of shares you purchased or otherwise acquired, the expense of administering the claims process, and the timing of your purchases and sales, if any.

Lead Plaintiffs and Defendants do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to have prevailed on each claim asserted. The issues on which the parties disagree include: (1) the appropriate economic model for determining the amount by which SGI common stock was allegedly artificially inflated (if at all) during the Class Period; (2) the amount by which SGI common stock was allegedly artificially inflated (if at all) during the Class Period; (3) the effect of various market forces influencing the trading price of SGI common stock at various times during the Class Period; (4) the extent to which external factors, such as general market conditions, influenced the trading price of SGI common stock at various times during the Class Period; (5) the extent to which the various matters that Lead Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of SGI common stock at various times during the Class Period; (6) the extent to which the various allegedly adverse material facts that Lead Plaintiffs alleged were omitted influenced (if at all) the trading price of SGI common stock at various times during the Class Period; and (7) whether the statements made or facts allegedly omitted were false, material or otherwise actionable under the federal securities laws.

Given SGI's current financial condition, counsel for the Lead Plaintiffs believe that the proposed settlement is a good recovery and is in the best interests of the Class. Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that plaintiffs would not have prevailed on any of their claims, or collected on any judgment, in which case the Class would receive nothing. For example, Lead Plaintiffs faced the possibility that all or many of the claims in this case could have been dismissed in response to motions by Defendants. In addition, the amount of damages recoverable by the Class was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Litigation gone to trial, Defendants intended to assert that all or most of the losses of Class Members were caused by non-actionable market, industry or general economic factors. Defendants would also assert that throughout the Class Period the uncertainties and risks associated with SGI's business and financial condition were fully and adequately disclosed.

Lead Plaintiffs' Counsel have not received any payment for their services in conducting the Litigation on behalf of the Lead Plaintiffs and the Members of the Class, nor have they been reimbursed for their out-of-pocket expenditures. If the settlement is approved by the Court, counsel for the plaintiffs will apply to the Court for attorneys' fees of up to 30% of the settlement proceeds and reimbursement of out-of-pocket expenses not to exceed \$430,000 to be paid from the settlement proceeds. If the amount requested by counsel is approved by the

Court, the average cost per share would be \$.11. The average cost per share could vary depending on the number of shares for which claims are filed.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Litigation or the fairness or adequacy of the proposed settlement.

For further information regarding this settlement you may contact: Rick Nelson, Milberg Weiss Bershad Hynes & Lerach LLP, 600 West Broadway, Suite 1800, San Diego, California 92101, Telephone: 619/231-1058. Please do not call any representative of SGI.

## I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A settlement hearing will be held on January 3, 2002, at 3:30 p.m., before the Honorable Susan Illston, United States District Judge, at the United States Courthouse, Northern District of California, 450 Golden Gate Avenue, San Francisco, California (the "Settlement Hearing"). The purpose of the Settlement Hearing will be to determine: (1) whether the settlement consisting of \$4 million in cash (plus any accrued interest) and 8 million freely tradeable shares of SGI common stock should be approved as fair, just, reasonable and adequate to each of the parties; (2) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, just, reasonable, and adequate; (3) whether Lead Plaintiffs' Counsel have adequately represented the Class; (4) whether the application by plaintiffs' counsel for an award of attorneys' fees and expenses should be approved; and (5) whether the Litigation should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

## II. DEFINITIONS USED IN THIS NOTICE

1. "Defendants" means SGI and any of its subsidiaries, Edward R. McCracken, Gary L. Lauer, Kenneth L. Coleman, David E. Orton, Dennis P. McBride and William M. Kelly, and all defendants previously named in any complaint in any of the Actions (defined below).

2. "Related Persons" means each of a Defendant's past or present directors, officers, managers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of their immediate families, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family.

3. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, asserted or that might have been asserted, including, without limitation, claims for negligence, gross negligence, breach of fiduciary duty or care and breach of duty of loyalty, fraud or violations of any state or federal statutes, rules or regulations, by any Lead Plaintiff or Class Member against the Defendants and Released Persons arising out of, based upon or related to both (a) the purchase or acquisition of SGI common stock during the Class Period, and the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Actions based upon or arising out of the facts which have been asserted; or (b) the sale of SGI stock by Defendants and Released Persons. Released Claims includes any and all claims arising out of, relating to, or in connection with the settlement or resolution of the Actions.

4. "Released Persons" means each and all of the Defendants and the Related Persons.

5. "Class" means a class consisting of all Persons (other than those Persons who timely and validly request exclusion from the Class) who purchased or otherwise acquired the common stock of SGI during the period July 24, 1997 through October 6, 1997 (the "Class Period"). Excluded from the Class are Defendants and the Released Persons specifically named in ¶4 above ("Excluded Persons"), members of the immediate families of the Excluded Persons, any entity in which any Excluded Person has or had a controlling interest, present or former directors and officers of SGI, and the legal representatives, heirs, successors, or assigns of any such Excluded Person or entity.

6. "Unknown Claims" means any Released Claims which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement or not to exclude himself, herself or itself from the Class. With respect to any and all Released Claims, the Settling Parties stipulated and agreed that, upon the Effective Date, the Lead Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights and benefits of Cal. Civ. Code §1542, which provides:

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

The Lead Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code §1542. The Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but each Lead Plaintiff shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

### **III. THE LITIGATION**

On and after December 2, 1997, actions were filed in the United States District Court for the Northern District of California as securities class actions on behalf of persons who purchased or acquired common stock of SGI.

By Order dated April 3, 1998, these actions and certain additional actions subsequently filed and transferred to this Court were consolidated for all purposes as *In re Silicon Graphics, Inc. II Securities Litigation*, Master File No. C-97-4362-SI. The operative complaint is the First Amended and Consolidated Class Action Complaint for Violations of the Securities Exchange Act of 1934, dated July 13, 1998 (the "Complaint").

The Complaint and other complaints consolidated into the Litigation allege violations of §§10(b), 20(a) and 20A of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. The Litigation is brought on behalf of a class consisting of all persons who purchased or acquired the common stock of SGI between July 24, 1997 and October 6, 1997.

On and after December 8, 1997, certain actions were filed in the Superior Court for the State of California, County of Santa Clara, as class actions on behalf of persons who purchased or otherwise acquired SGI common stock during the period from July 24, 1997 through October 6, 1997. These actions were consolidated under the caption *Fishbaum v. Silicon Graphics, Inc., et al.*, Case No. CV 770534 (the "State Court Actions"). The Consolidated Amended Complaint in the State Court Actions alleges that defendants had committed violations of California statutory law by issuing false and misleading statements concerning SGI.

The Litigation and the State Court Actions are referred to herein collectively as the "Actions."

### **IV. CLAIMS OF THE LEAD PLAINTIFFS AND BENEFITS OF SETTLEMENT**

The Lead Plaintiffs believe that the claims asserted in the Actions have merit. However, counsel for the Lead Plaintiffs recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Actions against the Defendants through trial and through appeals. Counsel for the Lead Plaintiffs also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as these Actions, as well as the difficulties and delays inherent in such litigation and SGI's financial condition. Counsel for the Lead Plaintiffs also are mindful of the inherent problems of proof under and possible defenses to the violations asserted in the Actions. Counsel for the Lead Plaintiffs believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, counsel for the Lead Plaintiffs have determined that the settlement set forth in the Stipulation is in the best interests of the Lead Plaintiffs and the Class.

### **V. DEFENDANTS' STATEMENT AND DENIALS OF WRONGDOING AND LIABILITY**

The Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Lead Plaintiffs in the Actions. The Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions. The Defendants also have denied and continue to deny, *inter alia*, the allegations that the Lead Plaintiffs or the Class Members have suffered damage, that the price of SGI securities was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that the Lead Plaintiffs or the Class were harmed by the conduct alleged in the Actions.

Nonetheless, the Defendants have concluded that further conduct of the Actions would be protracted and expensive, and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. The Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Actions. The Defendants have, therefore, determined that it is desirable and beneficial to them that the Actions be settled in the manner and upon the terms and conditions set forth in the Stipulation.

### **VI. TERMS OF THE PROPOSED SETTLEMENT**

The Defendants have paid or caused to be paid into an escrow account, pursuant to the terms of the Stipulation of Settlement dated as of September 1, 2001 (the "Stipulation"), cash in the amount of \$4 million which has been earning and will continue to earn interest for the benefit of the Class. In addition, SGI shall issue a minimum of 8,000,000 freely tradeable shares of its stock (under a formula set forth in greater detail in the Stipulation) ("Settlement Stock"). The shares are to be issued pursuant to an exemption from registration with the Securities and Exchange Commission pursuant to the Securities Act of 1933.

In the event that the trading price of SGI stock exceeds \$2.00 per share at any time prior to the final distribution of the Settlement Stock, Defendants, at their election, may pay an additional Sixteen Million Dollars (\$16,000,000) in cash into the Settlement Fund in lieu of the Settlement Stock. If SGI is sold or otherwise acquired prior to the final distribution of the Settlement Stock, the stock or any portion thereof shall be treated equally with all other outstanding shares of SGI common stock and shall no longer be subject to a cash election by Defendants.

A portion of the settlement proceeds will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice, payment of any taxes assessed against the Settlement Fund and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to counsel for Lead Plaintiffs as attorneys' fees and for reimbursement of out-of-pocket expenses. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Allocation described below to Class Members who submit valid and timely Proof of Claim forms.

## VII. PLAN OF ALLOCATION

The Net Settlement Fund will be distributed to Settlement Class Members who submit valid, timely Proof of Claim forms ("Authorized Claimants") under the Plan of Allocation described below. The Plan of Allocation provides that you will be eligible to participate in the distribution of the Settlement Fund only if you have a net loss on all transactions in SGI common stock.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

For Class Members who made multiple purchases or multiple sales during the Class Period, the first-in, first-out (FIFO) method will be applied to both purchases and sales for purposes of calculating a claim. Under the FIFO method, sales during the Class Period will be matched in chronological order, first against shares held at the beginning of the Class Period, and then against shares purchased during the Class Period. Shares held prior to the beginning of the Class Period and sold during the Class Period will not be used in the calculation of the claim. Only if a Class Member had a net loss, after all profits from transactions in SGI stock during the Class Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

A claim will be calculated as follows:

1. For shares of SGI common stock that were *purchased on July 24, 1997 through October 3, 1997*, and
  - (a) sold prior to October 6, 1997, the claim per share is 33% of the difference between the purchase price and the sales price;
  - (b) sold on October 6, 1997, the claim per share is the lessor of (i) the purchase price less the sales price, or (ii) \$8.812; and
  - (c) retained at the end of October 6, 1997, the claim per share is \$8.812.
2. For shares of SGI common stock that were *purchased on October 6, 1997*, and
  - (a) sold before October 7, 1997, the claim per share is \$0; and
  - (b) retained at the end of October 6, 1997, the claim per share is the purchase price less \$18.063.

The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date. The determination of the price paid per share and the price received per share shall be exclusive of all commissions, taxes, fees and charges.

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

## VIII. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT

On October 17, 2001, the Court certified a Class, for settlement purposes only. The Class is defined above.

## IX. PARTICIPATION IN THE CLASS

If you fall within the definition of the Class, you will remain a Class Member unless you elect to be excluded from the Class. If you do not request to be excluded from the Class, you will be bound by any judgment entered with respect to the settlement in the Litigation whether or not you file a Proof of Claim.

*If you wish to remain a Class Member, you need do nothing (other than timely file a Proof of Claim and Release if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by plaintiffs' counsel.* If you choose, you may enter an appearance individually or through your own counsel at your own expense.

**TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE.** The Proof of Claim and Release must be postmarked on or before January 24, 2002, and delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

#### **X. EXCLUSION FROM THE CLASS**

You may request to be excluded from the Class. To do so, you must mail a written request stating that you wish to be excluded from the Class to:

*In re Silicon Graphics, Inc. II Securities Litigation*  
c/o Claims Administrator  
Gilardi & Co. LLC  
P.O. Box 8040  
San Rafael, CA 94912-8040

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of SGI common stock made during the Class Period, including the dates of purchase or sale, the number of shares of such securities purchased or sold and the price paid or received per share. **YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE DECEMBER 14, 2001.** If you submit a valid and timely request for exclusion, you shall have no rights under the settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment.

#### **XI. DISMISSAL AND RELEASES**

If the proposed settlement is approved, the Court will enter a Final Judgment and Order of Dismissal ("Judgment"). The Judgment will dismiss the Released Claims with prejudice as to all Defendants. Thereafter the State Court Actions will be dismissed.

The Judgment will provide that all Class Members who do not validly and timely request to be excluded from the Class shall be deemed to have released and forever discharged all Released Claims (to the extent members of the Class have such claims) against all Released Persons.

#### **XII. APPLICATION FOR FEES AND EXPENSES**

At the Settlement Hearing, counsel for Lead Plaintiffs will request the Court to award attorneys' fees of up to 30% of the Settlement Fund, plus reimbursement of the expenses, not to exceed \$430,000, which were advanced in connection with the Actions, plus interest thereon. Class Members are not personally liable for any such fees or expenses.

To date, Lead Plaintiffs' Counsel have not received any payment for their services in conducting the Actions on behalf of Lead Plaintiffs and the Members of the Class, nor have counsel been reimbursed for their out-of-pocket expenses. The fee requested by Lead Plaintiffs' Counsel would compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

#### **XIII. CONDITIONS FOR SETTLEMENT**

The settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of August 31, 2001.

#### **XIV. THE RIGHT TO BE HEARD AT THE HEARING**

Any Class Member who has not validly and timely requested to be excluded from the Class, and who objects to any aspect of the settlement, the Plan of Allocation, the adequacy of representation by Lead Plaintiffs' Counsel, or the application for attorneys' fees and expenses, may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, received on or before December 14, 2001 by each of the following:

CLERK OF THE COURT  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
450 Golden Gate Avenue  
San Francisco, CA 94102

Co-Lead Counsel for Plaintiffs and the Class:

MILBERG WEISS BERSHAD  
HYNES & LERACH LLP  
KEITH F. PARK  
TRAVIS E. DOWNS III  
600 West Broadway, Suite 1800  
San Diego, CA 92101

MILBERG WEISS BERSHAD  
HYNES & LERACH LLP  
PATRICK J. COUGHLIN  
100 Pine Street, Suite 2600  
San Francisco, CA 94111

BARRACK, RODOS & BACINE  
STEPHEN R. BASSER  
MATTHEW P. MONTGOMERY  
402 West Broadway, Suite 850  
San Diego, CA 92101

WEISS & YOURMAN  
KEVIN J. YOURMAN  
ELIZABETH P. LIN  
10940 Wilshire Blvd., 24th Floor  
Los Angeles, CA 90024

WOLF POPPER LLP  
MARIAN ROSNER  
PATRICIA I. AVERY  
845 Third Avenue  
New York, NY 10022

Attorneys for Defendants:

WILSON, SONSINI, GOODRICH & ROSATI  
BRUCE G. VANYO  
JEROME F. BIRN  
GIDON M. CAINE  
650 Page Mill Road  
Palo Alto, CA 94304-1050

The notice of objection must demonstrate the objecting person's membership in the Class, including the number of SGI shares purchased and sold during the Class Period, and contain a statement of the reasons for objection. Only Members of the Class who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

#### **XV. SPECIAL NOTICE TO NOMINEES**

If you hold any SGI common stock purchased or otherwise acquired during the Class Period as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim by first class mail to all such persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*In re Silicon Graphics, Inc. II Securities Litigation*  
c/o Claims Administrator  
Gilardi & Co. LLC  
P.O. Box 8040  
San Rafael, CA 94912-8040

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

#### **XVI. EXAMINATION OF PAPERS**

This Notice is a summary and does not describe all of the details of the Stipulation. For full details of the matters discussed in this Notice, you may review the Stipulation filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States Courthouse, Northern District of California, 450 Golden Gate Avenue, San Francisco, California.

If you have any questions about the settlement of the Litigation, you may contact Plaintiffs' Settlement Counsel by writing:

MILBERG WEISS BERSHAD  
HYNES & LERACH LLP  
KEITH F. PARK  
TRAVIS E. DOWNS III  
600 West Broadway, Suite 1800  
San Diego, CA 92101

MILBERG WEISS BERSHAD  
HYNES & LERACH LLP  
PATRICK J. COUGHLIN  
100 Pine Street, Suite 2600  
San Francisco, CA 94111

BARRACK, RODOS & BACINE  
STEPHEN R. BASSER  
MATTHEW P. MONTGOMERY  
402 West Broadway, Suite 850  
San Diego, CA 92101

WEISS & YOURMAN  
KEVIN J. YOURMAN  
ELIZABETH P. LIN  
10940 Wilshire Blvd., 24th Floor  
Los Angeles, CA 90024

WOLF POPPER LLP  
MARIAN ROSNER  
PATRICIA I. AVERY  
845 Third Avenue  
New York, NY 10022

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

DATED: October 17, 2001

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA