

**NOTICE OF PROPOSED SETTLEMENTS OF CLASS ACTION  
AND PARENS PATRIAE CONSUMER SUIT  
AND FAIRNESS HEARING THEREON**

**ATTENTION: JOHNSON & JOHNSON, BAUSCH & LOMB, OR CIBA VISION CONTACT LENS WEARERS.**

If you bought replacement contact lenses made by Johnson & Johnson Vision Products, Inc., now known as Johnson & Johnson Vision Care, Inc. ("Johnson & Johnson" or "Vistakon"), Bausch & Lomb Incorporated ("Bausch & Lomb"), or CIBA Vision at any time since January 1, 1988, please read this notice carefully. It contains important information about your rights concerning both the class action/consumer lawsuits and the settlements described below.

Private counsel acting on behalf of a certified nationwide class of consumers, as well as the Attorneys General of 32 States, brought lawsuits against certain manufacturers of contact lenses and other named defendants. Although the various Complaints are not identical, in general each Complaint alleges that retail prices of replacement contact lenses were too high because Johnson & Johnson, Bausch & Lomb, and/or CIBA Vision agreed with the American Optometric Association ("AOA") and other named defendants, in alleged violation of the antitrust laws, that their lenses would only be available from eye care professionals or retail optical and mass merchandisers. The defendants have denied participating in the alleged agreement and have denied that their actions have caused retail prices of replacement contact lenses to be above competitive levels. Notice of the pendency of the action and of a proposed settlement with CIBA Vision (which has now been approved by the Court) was previously provided to consumers and class members.

As described below, proposed settlements of the claims against Bausch & Lomb, Johnson & Johnson, AOA, 13 individual defendants and five practice groups (the "Proposed Settlements" or "Settlements") have been reached.

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

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IN RE: DISPOSABLE CONTACT LENS	:
94-MDL-1030-J-20A	:
ANTITRUST LITIGATION	:
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This Document Relates to:	:
Civil Action Nos.:	:
	:
94-619-Civ-J-20	:
94-657-Civ-J-20C 97-928-Civ-J	:
94-635-Civ-J-20 98-93-Civ-J	:
94-780-Civ-J-20 98-511-Civ-J	:
97-299-Civ-J-20A 98-515-Civ-J	:
97-698-Civ-J 98-536-Civ-J	:
97-861-Civ-J 98-638-Civ-J	:
94-1215-CV-J-20	:
94-1214-CV-J-20	:
	x

You may belong to the class of consumers, or be a resident of one of the States, that filed antitrust cases and thus be entitled to participate in the Proposed Settlements and receive various benefits as a result. This Notice describes the lawsuits and the benefits of the Proposed Settlements. If you have not previously opted out of the Class and the *parens patriae* actions, you may object to the terms of the Proposed Settlements by taking the steps described below. If you do not timely and properly object to the terms of the Proposed Settlements then your objection will not be considered by the Court. If the Settlements receive final approval by the Court you will be bound by the terms of the Settlements whether or not you objected. Prior to making any decision it may be helpful to consult an attorney in order to fully protect your rights in this matter. Communicating with the Clerk of the Court should be strictly limited to the examples discussed herein.

To understand your rights in these matters, there are certain terms in this Notice you should understand. They are:

(a) "Alternative channels of distribution" means any mail-order company, pharmacy, buying club, department store, mass merchandise outlet, or other appropriate distribution alternative that does not require an eye care practitioner (as defined herein) to be either available on, or side-by-side to, its premises, and/or examine the purchaser's eyes in connection with the sale of contact lenses.

(b) "Eye care practitioner" means an optometrist, ophthalmologist, or optician, including, but not limited to, any such person employed by or associated with a retail optical store (as defined herein).

(c) "Purchasers of Vistakon, Bausch & Lomb and CIBA replacement lenses from eye care practitioners" means any natural person who bought, or on whose behalf someone bought, Vistakon, CIBA Vision, and/or Bausch & Lomb replacement contact lenses (as defined herein) from an eye care practitioner (as defined herein).

(d) "Replacement contact lenses" means contact lenses that are sold or dispensed to replace the initial contact lenses.

(e) "Retail optical store" means a store, or a chain of stores, that sells contact lenses to consumers and employs or has associated an eye care practitioner, either available on, or side-by-side to, its premises to examine the purchaser's eyes

in connection with the sale of contact lenses, including all stores, or chains of stores, to which Vistakon, CIBA Vision and/or Bausch & Lomb or their authorized distributors sold contact lenses.

(f) "Plaintiff States" means Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida (which has filed a separate lawsuit), Idaho, Illinois, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Utah, Virginia, West Virginia, and Wisconsin.

(g) "Georgia and Tennessee consumers" means residents of Georgia or Tennessee who are purchasers of Vistakon, Bausch & Lomb or CIBA replacement lenses from eye care practitioners. The residents of Georgia and Tennessee who purchased replacement lenses are barred from recovery by virtue of their respective state laws; however, residents of Georgia and Tennessee who purchased Vistakon, Bausch & Lomb or CIBA Vision replacement lenses from eye care practitioners are entitled to participate in the Settlements described herein. Furthermore, if a consumer purchased replacement lenses while a resident of a different state, but subsequently moved to either Georgia or Tennessee, he or she is nevertheless entitled to recover from the Settlements.

(h) "Parens patriae" means that any attorney general of a State may bring a civil action in the name of such State, on behalf of natural persons residing in such State. Title 15 U.S.C. §15c.

## **I. ELIGIBILITY TO PARTICIPATE IN THE SETTLEMENTS**

You may be eligible to participate in the Proposed Settlements if you purchased replacement contact lenses at any time from January 1, 1988 to the present. To be eligible, you must have purchased replacement contact lenses manufactured by at least one of the following companies: (1) Johnson & Johnson (also known as Vistakon); (2) Bausch & Lomb; or (3) CIBA Vision. Some of the more popular brand names of these companies' replacement lenses include: Acuvue®, Surevue®, One-Day Acuvue®, Acuvue® 2, SeeQUENCE®, Focus® and NuVues®. (The entire list of the brand names appears on the websites on the Internet identified below.) To be eligible, you must have either: (a) purchased at least one of these companies' replacement lenses from any eye care practitioner or from a retail optical store anywhere, or (b) purchased lenses from an alternative channel of distribution, such as a mail-order house or pharmacy, while residing in one of the Plaintiff States.

## **II. DESCRIPTION OF THE LAWSUITS**

The lawsuits are pending in federal district court in Jacksonville, Florida. For purposes of this Notice, there are four recognized classes in this lawsuit: (1) a national class consisting of consumers in all states excepting Florida, Georgia and Tennessee (hereinafter the "Litigation Class") who bought lenses from eye care practitioners; (2) Florida residents represented by their Attorney General; (3) the residents of Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Idaho, Illinois, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Texas, Utah, Virginia, West Virginia, and Wisconsin, represented by their respective Attorneys General; and (4) a special Settlement Class which includes both the Litigation Class as well as Georgia and Tennessee consumers who purchased contact lenses from eye care practitioners (hereinafter the "Settlement Class"). Specifically six individual consumers of replacement contact lenses brought a lawsuit on behalf of a class of all consumers, except Florida residents, who purchased replacement contact lenses, manufactured by Johnson & Johnson, Bausch & Lomb, or CIBA Vision, from an eye care practitioner or a retail optical store since January 1, 1988. The Attorneys General of the 32 Plaintiff States have also brought lawsuits on behalf of all citizens of their states who purchased Vistakon, Bausch & Lomb or CIBA Vision replacement contact lenses since January 1, 1988. Although the various Complaints are not identical, in general each Complaint alleges retail prices of replacement contact lenses were too high because Johnson & Johnson, Bausch & Lomb, and/or CIBA Vision agreed with the American Optometric Association ("AOA") and/or other named defendants in alleged violation of the antitrust laws, that their lenses would only be available from eye care professionals or retail optical and mass merchandisers. The defendants have denied participating in the alleged agreement and have denied that their actions have caused retail prices of replacement contact lenses to be above competitive levels. A prior settlement with CIBA Vision has been approved by the Court.

## **III. PRIVATE CLASS REPRESENTATIVES AND CLASS COUNSEL**

Without addressing the merits, the Court ruled that the lawsuit filed by six consumers of replacement contact lenses could proceed on behalf of the Litigation Class. The Court has also certified a special Settlement Class which includes the Litigation Class, as well as Georgia and Tennessee consumers who bought replacement contact lenses from eye care practitioners, all of whom have the right to participate in the Proposed Settlements. To that end, the Court has designated Gloria Runkles, Sue Downey, Diana Lee, Josetta Smith and Mary Neu, as representatives of the classes. The lead counsel who represent these classes are:

Dennis Stewart, Esq.  
MILBERG WEISS BERSHAD HYNES &  
LERACH LLP  
600 West Broadway, Suite 1800  
San Diego, CA 92101  
(619) 231-1058

Stuart D. Wechsler, Esq.  
WECHSLER HARWOOD HALEBIAN  
& FEFFER LLP  
488 Madison Avenue, 8th Floor  
New York, NY 10022  
(212) 935-7400

Steve W. Berman, Esq.  
HAGENS & BERMAN  
1301 Fifth Avenue, Suite 2929  
Seattle, WA 98101  
(206) 224-9345

#### IV. STATE CONSUMER REPRESENTATIVES AND COUNSEL

The consumers who reside in the 32 Plaintiff States (hereinafter the "consumer plaintiffs") are represented by their respective Attorneys General. The lead counsel for the 32 Plaintiff States are:

Patricia A. Conners  
Chief, Antitrust Section  
Office of the Attorney General  
PL-01 The Capitol  
Tallahassee, FL 32399-1050  
(850) 414-3600

Robert L. Hubbard  
Assistant Attorney General  
120 Broadway, Suite 2601  
New York, NY 10271-0332  
(212) 416-8262

#### V. THE PROPOSED SETTLEMENTS

The class plaintiffs and the Plaintiff States have reached Proposed Settlements with Johnson & Johnson, Bausch & Lomb, the AOA, the individual defendants and five of the practice groups that they believe are in the best interests of class and consumer plaintiffs. (The other two practice groups defaulted and plaintiffs are no longer pursuing relief against them.) After extensive litigation, including five weeks of trial with certain defendants, and a thorough review of the facts and relevant law, all plaintiffs believe the terms of the Proposed Settlements are fair and reasonable. Consideration of whether to grant final approval of the Settlements will take place at the Fairness Hearing provided for below. The key features of the Proposed Settlements are as follows:

##### A. The Johnson & Johnson Settlement

The Johnson & Johnson settlement consists of the five components summarized below.

###### 1. Settlement Fund

Johnson & Johnson will pay \$25,000,000.00 in cash, which is inclusive of fees and expenses. If the proposed settlement with Johnson & Johnson fails to win final court approval, the cash, including all accrued interest, will be returned to Johnson & Johnson, less accrued taxes and its *pro rata* share of notice costs and administrative fees.

###### 2. Benefits Package

(a) If the proposed settlement is finally approved, Johnson & Johnson will provide a Benefits Package to all eligible claimants. The Benefits Package shall consist of: \$50.00 off four or more multipacks, \$25.00 off an eye care practitioner visit, plus one additional coupon for \$25.00 off a future purchase of four or more multipacks. The costs of administering the Benefits Package shall be borne exclusively by Johnson & Johnson.

(b) Johnson & Johnson guarantees that the value of the Benefits Package Fund to claimants will be \$30,000,000.00. Johnson & Johnson will be credited \$100.00 against the guarantee for each person who has registered a claim during the claim period and been sent a Johnson & Johnson Benefits Package. In the event that the value of all credits against the guarantee as calculated above does not reach \$30,000,000.00, Johnson & Johnson will pay to the Johnson & Johnson Settlement Fund any difference between that value and \$30,000,000.00, within 30 days after the end of the claim period.

(c) Claims for the Johnson & Johnson Benefits Package may be made on or before May 22, 2002. In the event that the claims made during that period have not reached \$30,000,000.00, Johnson & Johnson, in its sole discretion, may extend the claims period for an additional six months.

###### 3. The Johnson & Johnson Drop-Out Compensation Fund

Upon presentation of a claim in appropriate form, and with the appropriate documentation of a valid prescription for Johnson & Johnson lenses or eye care practitioner verification thereof, Johnson & Johnson will provide, at the claimant's election, \$50.00 in Johnson & Johnson product coupons or \$35.00 in cash to any person who formerly wore Johnson & Johnson brand contact lenses and who no longer wears contact lenses. To be eligible for the Johnson & Johnson coupons or the cash payment, claimants must demonstrate eligibility by completing a claim form which includes the claimant's name, address, telephone number, a statement that the claimant wore Johnson & Johnson contact lenses but no longer wears contact lenses, claimant's signature verifying the information above under penalty of perjury, and attaching the appropriate documentation as set forth above in the form of either (1) a copy of a valid written prescription for Johnson & Johnson-brand contact lenses dated on or after January 1, 1988; (2) a copy of a vendor or credit card receipt reflecting purchase of Johnson & Johnson-brand contact lenses on or after January 1, 1988; or (3) a signed statement from an eye care practitioner verifying that the consumer wore Johnson & Johnson-brand contact lenses on or after January 1, 1988. Johnson & Johnson's obligation under this paragraph shall in no event exceed a total of \$5,000,000.00 in value. If claims exceed \$5,000,000.00, all claims will be paid on a *pro rata* basis. Further information about the Johnson & Johnson Drop-Out Compensation Fund, and the requirements for claiming from such fund, is available by calling 1-888-437-1294 or on the Internet at [www.acuvuerebates.com](http://www.acuvuerebates.com). Johnson & Johnson's obligation under this paragraph shall not exceed \$5,000,000.00.

###### 4. Injunctive Relief

Johnson & Johnson will sell and distribute its replacement contact lenses to alternative channels of distribution for a period of five (5) years from the date this Settlement Agreement between plaintiffs and Johnson & Johnson becomes final. Johnson & Johnson will sell to alternative channels of distribution in a commercially reasonable and non-discriminatory manner, provided that any such alternative channel of distribution, like any other authorized account, will sell contact lenses only to consumers based upon a valid

prescription and in compliance with all federal and state laws and regulations regarding the sale or dispensing of contact lenses, and agrees not to substitute diagnostic lenses for a revenue-producing product.

5. State Law Enforcement

In accordance with their jurisdiction, Attorneys General for the Plaintiff States agree to continue to administer or enforce their state laws regarding the sale, dispensing and/or furnishing of contact lenses. Nothing in this paragraph is intended to create a private right of action.

B. The Bausch & Lomb Settlement

The Bausch & Lomb settlement consists of three components summarized below.

1. Settlement Fund

Bausch & Lomb will pay \$8,000,000.00 in cash. If the proposed settlement with Bausch & Lomb fails to win court approval, the cash, including all accrued interest, will be returned to Bausch & Lomb, less accrued taxes and its *pro rata* share of notice costs and administrative fees.

2. Benefits Package

If the proposed settlement is finally approved, each class member and consumer plaintiff will be entitled to receive: (1) a \$50.00 and a \$25.00 rebate for separate purchases of four multipacks of any Bausch & Lomb® 2-week, SofLens66® Toric, PureVision®, Soflens® one-day, or Optima FW® contact lenses; (2) a \$25.00 rebate on an eye exam with proof of any purchase of Bausch & Lomb contact lenses; (3) a coupon for one free four ounce bottle of ReNu Multiplus® lens care solution; (4) a single coupon for \$5.00 off the purchase of a 12-ounce ReNu Multiplus® lens care solution; (5) a free Bausch & Lomb lens care kit; (6) a coupon book for the purchase of various Bausch & Lomb® eye-care products; (7) a free ReNu Rewetting Drops samples and a coupon for \$1.00 off purchase of ReNu® Rewetting Drops; and (8) a free ReNu MultiPlus® Preservative Free Rewetting Drops sample. Claims for the Bausch & Lomb Benefits Package may be made on or before May 22, 2002. In the event that the claims made during that period have not reached \$9,500,000.00, Bausch & Lomb, in its sole discretion, may extend the claims period for an additional six months. For each Benefits Package distributed to an eligible claimant who registered a claim within the claim period, Bausch & Lomb will be credited \$120.81 against a guaranteed Benefits Package of \$9,500,000.00. If the value of all credits against the guarantee is not equal to, or greater than, \$9,500,000.00, Bausch & Lomb will make an additional cash payment to the Settlement Fund of the difference between \$9,500,000.00 and the total value distributed.

3. Injunctive Relief

Bausch & Lomb has agreed, for five years, to sell its replacement contact lenses, and allow its authorized distributors to sell its replacement contact lenses, directly to alternative channels of distribution on terms and conditions equally applicable to all accounts, which terms and conditions shall not discriminate against alternative channels of distribution.

C. The AOA, Individual Defendants and Practice Groups Settlements

The Settlements with the AOA, the 13 individual defendants and the Practice Groups are summarized below.

1. Settlement Fund

AOA will pay \$750,000.00 and the individual defendants will pay a total of \$104,000.00 in cash. If the proposed settlement with the AOA and the individual defendants fails to win final court approval, the cash, including all accrued interest, will be returned to the AOA and the individual defendants, less accrued taxes and their *pro rata* share of notice costs and administrative fees.

2. Injunctive Relief

The AOA, the individual defendants and the Practice Groups have agreed to the entry of a Court order prohibiting them from encouraging any contact lens manufacturer from refusing to sell contact lenses to any channel of trade, or engaging in other alleged improper activities that would limit the sale of contact lenses to various channels of trade.

VI. ELIGIBILITY

A. Benefits Packages

To receive the Bausch & Lomb Benefits Package, eligible claimants have to call 1 - 888-707-5880, or register on the Internet at [www.freecontactlensrebates.com](http://www.freecontactlensrebates.com) by no later than May 22, 2002. As noted, Bausch & Lomb at its sole discretion may extend the claims period by an additional six months. To register for the Johnson & Johnson Benefits Package, or to obtain information about the Johnson & Johnson Drop-out Fund, eligible claimants may call 1-888-437-1294 or register on the Internet at [www.acuvuerebates.com](http://www.acuvuerebates.com) by no later than May 22, 2002. As noted, Johnson & Johnson at its sole discretion may extend the claims period by an additional six months. If it does so, notice of the extension will be posted on the website. Eligible claimants, including those who may have previously claimed the CIBA Benefits Package, may claim either or both the Johnson & Johnson and Bausch & Lomb Benefits Packages. When you register to claim a Benefits Package you must: (1) confirm that since January 1, 1988, you (or a minor member of your household) purchased at least one replacement contact lens made by Johnson & Johnson, CIBA Vision, or Bausch & Lomb from: (a) in the case of a Settlement Class member, an eye care practitioner or a retail optical store, and (b) in the case of a consumer plaintiff in one of the 32 Plaintiff States, an eye care practitioner, a retail optical store or an alternative channel of distribution; and (2) provide an address to which the Benefits Package should be mailed upon final approval of the proposed settlement. No proof of

purchase is required to receive the Benefits Packages. If you request, but then never receive a Benefits Package, it may mean that the proposed settlements were not finally approved by the Court.

There are variations between contact lenses manufactured by different companies, and a prescription is required to switch brands. Although numerous patients wearing a particular brand of contact lenses can use another brand without problems, some patients cannot. Therefore, prior to switching brands, a consumer will need to obtain a prescription, which may require an examination by an eye care practitioner, who may charge a fee.

**B. Bausch & Lomb/CIBA Drop-Out Compensation Fund**

(1) A total of \$2,500,000.00 of the cash obtained in the Bausch & Lomb and CIBA settlements will be set aside for class members who formerly wore CIBA or Bausch & Lomb brand contact lenses but who no longer wear contact lenses. If claims exceed \$2,500,000.00, all claims will be paid on a *pro rata* basis. Information about making a claim on the CIBA/Bausch & Lomb Drop-Out Compensation Fund is available by calling 1-888-707-5880 or on the Internet at [www.freecontactlensrebates.com](http://www.freecontactlensrebates.com).

**VII. ATTORNEYS' FEES AND EXPENSES**

At the Fairness Hearing, counsel for the classes, Florida and the 31 other States' Attorneys General will seek reimbursement of their out-of-pocket expenses incurred in the prosecution of this litigation as well as attorneys' fees. To date, neither counsel nor the Attorneys General have received any payment for their services in conducting this litigation, nor have they been reimbursed for any of their out-of-pocket expenses. If granted, the total fees and expenses and the Bausch & Lomb/CIBA Drop-Out Compensation Fund may exhaust the cash proceeds of the settlements.

**VIII. FAIRNESS HEARING**

The Court has scheduled a fairness hearing to determine whether the proposed settlement should receive final approval and with respect to the applications for fees and expenses. The hearing will be held at 9:30 a.m., on September 7, 2001, in Courtroom No. 1 at the U.S. Post Office and Courthouse Building, 311 West Monroe Street, Jacksonville, FL 32202. If you wish to object to one or more of the proposed settlements and/or fee and expense applications and/or appear at the fairness hearing (yourself or through counsel of your own choice), you must follow the procedures set forth below.

**IX. YOUR RIGHTS WITH RESPECT TO THE PROPOSED SETTLEMENTS**

If you meet the eligibility requirements for Settlement Class membership, or are a consumer plaintiff residing in one of the Plaintiff States and you have not previously opted out of the class and the *parens patriae* actions, you have the following rights and options concerning the Proposed Settlements described above.

**A. You May Participate in the Proposed Settlements Without Objection**

If you choose to do so, you do not have to take any action, except to register for a Benefits Package as set forth in §§V.A2 and V.B2 above. If the Proposed Settlements are finally approved, you will be precluded from ever suing Bausch & Lomb, Johnson & Johnson, AOA and the individual defendants for any claim arising out of, or relating to, their policy, practice, course of dealing and/or decision not to sell replacement contact lenses directly to alternative channels of distribution or to restrain their authorized distributors from doing so, and/or for any claim arising out of allegations that they took actions to limit consumers' ready access to the prescription, work order, and/or other information a consumer would need to purchase contact lenses from alternative channels of distribution, and you will be bound by a judgment dismissing the lawsuits against Bausch & Lomb, Johnson & Johnson, AOA and the individual defendants. Even if you are presently unaware of all such claims, if the Proposed Settlements are finally approved by the Court, you will be deemed to have waived the protection of all laws which provide that a release does not extend to claims that are unknown at the time the release is made. Even if you do not object to the Proposed Settlements, you are still entitled to appear at the fairness hearing, yourself or by counsel of your choice (at your own cost), by mailing a Notice of Intent to Appear to the Clerk of the Court, as provided below, so that it is received no later than July 31, 2001. The Notice of Intent to Appear must include reference to case number 3:94-MDL-1030-J-20A.

**B. You May Object to the Proposed Settlements**

If you wish to object to the Proposed Settlements and/or the application for reimbursement of costs and attorneys' fees, but still wish to participate in their benefits if the Settlements are finally approved, you must mail your objections and any supporting papers to the Clerk of the Court and to designated representatives of the parties at the addresses set forth below, so that the papers are received no later than July 31, 2001, and must include reference to case number 3:94-MDL-1030-J-20A. If you also want to appear at the Fairness Hearing, either yourself or through counsel of your own choice (at your own expense), you must mail a Notice of Intent to Appear with your objection. If you do not submit a timely objection, your objection will not be considered by the Court. Despite your objection, if the Proposed Settlements receive final Court approval, you will be bound by the terms to the same extent as someone who chooses to participate in the Proposed Settlements without objection. **The Clerk of the Court must be contacted in writing; telephone communications will not preserve your legal rights in this matter.**

**X. FILING AND NOTICES**

Copies of all papers required to be mailed to the Clerk of the Court shall be addressed as follows:

Ms. Sheryl L. Loesch, Clerk  
United States District Court  
for the Middle District of Florida  
P.O. Box 53558  
Jacksonville, FL 32201

Copies of all papers mailed to the Clerk of the Court must also be mailed to the following designated representatives of the parties:

Patricia A. Conners, Esq.  
Chief, Antitrust Section  
Office of the Attorney General  
PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Telephone: 850-414-3600

Dennis Stewart, Esq.  
MILBERG WEISS BERSHAD  
HYNES & LERACH LLP  
600 West Broadway, Suite 1800  
San Diego, CA 92101  
Telephone: 619-231-1058

Robert L. Hubbard, Esq.  
Assistant Attorney General  
120 Broadway, Suite 2601  
New York, NY 10271-0332  
Telephone: 212-416-8267

William V. O'Reilly, Esq.  
JONES, DAY, REAVIS & POGUE  
51 Louisiana Avenue, N.W.  
Washington, D.C. 20001-2113  
Telephone: 202-879-3852

Margaret M. Zwisler, Esq.  
HOWREY SIMON ARNOLD & WHITE LLP  
1299 Pennsylvania Ave., N.W.  
Washington, DC 20004  
Telephone: 202-383-7016

Darren B. Bernhard, Esq.  
HOWREY SIMON ARNOLD  
& WHITE LLP  
1299 Pennsylvania Avenue, N.W.  
Washington, DC 20004  
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Edward C. LaRose, Esq.  
TRENAM, KEMKER, SCHARF,  
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101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33601  
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John R. Howes, Esq.  
Trial Lawyers Bldg., Suite 4F  
633 S.E. 3rd Avenue  
Ft. Lauderdale, FL 33301  
Telephone: 954-763-6003

Geoffrey B. Schwartz, Esq.  
HUEY, GUILDAY & TUCKER, P.A.  
P.O. Box 12500  
Tallahassee, FL 32308  
Telephone: 850-224-7091

**ADDITIONAL INFORMATION**

THIS NOTICE IS ONLY A SUMMARY. The Complaints in the lawsuits, the complete terms of the Proposed Settlements, and all other pleadings and relevant documents in the lawsuits are on file and may be examined or copied (at your own expense) during regular business hours at the Office of the Clerk of the United States District Court for the Middle District of Florida, U.S. Post Office and Courthouse Building, 311 West Monroe Street, Jacksonville, FL 32202, or you may receive them (at your own expense) upon written request to the Attorney General of your state or to lead counsel for the class plaintiffs as set forth above. DO NOT CALL THE CLERK OF THE COURT. If you have any questions about this matter, call or write either to the Attorney General of your state or to lead counsel for the class plaintiffs as set forth above.

DATED: May 22, 2001

SHERYL L. LOESCH, CLERK  
UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION