

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

IN RE NAPSTER, INC.
COPYRIGHT LITIGATION

LEIBER, et al.,

Plaintiffs,

v.

BERTELSMANN AG, et al.,

Defendants.

No. C-MDL-00-1369 MHP

No. C 04-1671 MHP

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT WITH BERTELSMANN
DEFENDANTS**

PLEASE READ THIS NOTICE CAREFULLY.
IT CONTAINS IMPORTANT INFORMATION THAT MAY AFFECT YOU

**TO: ALL MUSIC PUBLISHER-PRINCIPALS OF THE HARRY FOX AGENCY, INC.
DURING THE TIME PERIOD FROM OCTOBER 30, 2000 THROUGH OCTOBER 1, 2007.**

Pursuant to Rule 23 of the Federal Rules of Civil Procedure, you are hereby notified:

1. A class action lawsuit, *Leiber et al. v. Bertelsmann AG et al.*, Case No. C 04-1671 MHP, is pending in the United States District Court for the Northern District of California (the "Action"). It was brought on behalf of the class consisting of all music publisher-principals of The Harry Fox Agency, Inc. ("HFA") that owned or controlled at least one copyrighted musical work at the time that it was made available without their permission through the Napster service on or after October 30, 2000. The Plaintiffs in the Action seek damages for copyright infringement.

2. On June 1, 2005, the Court certified this lawsuit to proceed as a class action for damages, as well as for attorneys' fees and costs, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

3. The Court has ruled that the class consists of "all music publisher-principals of the Harry Fox Agency, Inc. that owned or controlled at least one copyrighted musical work at the time that it was made available without their permission through the Napster service on or after October 30, 2000."

4. The Court has named Jerry Leiber, individually, and d/b/a Jerry Leiber Music, Mike Stoller, individually, and d/b/a/ Mike Stoller Music, Frank Music Corporation, and Peer International Corporation, as class representatives (collectively, "Representative Plaintiffs"), and their counsel of record, Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul Weiss") and Krieg, Keller, Sloan, Reilley & Roman LLP ("Krieg Keller") as counsel for the class (collectively, "Class Counsel"). The addresses of Paul Weiss and Krieg Keller are:

Paul, Weiss, Rifkind, Wharton & Garrison LLP Carey R. Ramos, Esq. 1285 Avenue of the Americas New York, New York 10019-6064 Telephone: (212) 373-3000 Facsimile: (212) 757-3990	Krieg, Keller, Sloan, Reilley & Roman LLP Stan G. Roman, Esq. 114 Sansome Street Suite 400 San Francisco, California 94104 Telephone: (415) 249-8330 Facsimile: (415) 249-8333
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5. You have received this Notice because the records of HFA indicate that you were a music publisher-principal of HFA during all or part of the time period from October 30, 2000 through October 1, 2007. The purpose of this Notice is to inform you of the terms of a proposed settlement (the “Settlement” or “Settlement Agreement”) that has been reached with the following defendants concerning the operation of the Napster system and software: Bertelsmann AG, Bertelsmann, Inc., and BMG Columbia House, Inc., successor in interest to BeMusic Inc. (collectively, “Bertelsmann” or “Defendants”). **IMPORTANT: Subject to final approval of the Settlement by the Court, settlement funds will be distributed according to the method outlined in paragraph 31.**

SUMMARY OF THE ACTION AND PROCEEDINGS TO DATE

6. On April 25, 2003, Plaintiffs filed an Amended Complaint in this Action in the United States District Court for the Southern District of New York, alleging that the Defendants are contributorily and vicariously liable for acts of direct copyright infringement committed by Napster users on or after October 30, 2000 (the “Complaint”). Plaintiffs’ claims relate only to infringement of musical works, and not sound recordings. Plaintiffs allege that Defendants are liable for damages, as well as attorneys’ fees and costs.

7. On March 24, 2004, pursuant to an order by the Judicial Panel on Multidistrict Litigation and 28 U.S.C. § 1407, this Action was transferred to the Northern District of California for coordinated or consolidated pretrial hearings.

8. On July 17, 2003, Defendants filed a motion to dismiss the Complaint, claiming that the Complaint did not state claims for contributory and vicarious copyright infringement. On July 14, 2004, the Court denied Defendants’ motion to dismiss, finding that the allegations of the Complaint had adequately stated claims for contributory and vicarious liability. On August 13, 2004, Defendants filed their answer, denying the claims set forth in the Complaint and asserting various affirmative defenses.

9. On March 7, 2005, Defendants filed a motion for summary judgment seeking a ruling that (i) Plaintiffs could not prove direct infringement of copyrighted works by Napster users, and therefore could not prove contributory or vicarious infringement by Defendants, unless Plaintiffs could show as to each work that it was actually distributed by Napster users (i.e., downloaded, as opposed to merely made available for downloading) during the relevant time period, and (ii) Plaintiffs had failed to provide any such evidence. On May 31, 2005, the Court granted Defendants’ first motion for summary judgment in part, and denied it in part. The Court held that Plaintiffs’ exclusive distribution rights would be violated if Plaintiffs could prove Napster users either: (1) actually disseminated one or more copies of the Plaintiffs’ copyrighted works to members of the public; or (2) offered to distribute copies of those works for purposes of further distribution, public performance, or public display.

10. On October 25, 2005, Defendants filed a second motion for partial summary judgment requesting that the Court decide, as a matter of law, that in order to establish any potential secondary liability of Defendants for direct infringement by Napster users, Plaintiffs must demonstrate (i) as to post-February 12, 2001 infringements, that Napster received notice from Plaintiffs of the availability of the specific works on the Napster system and failed to block access to such works following the receipt of such notices, and (ii) as to both pre- and post-February 12, 2001 infringements, that Defendants had specific knowledge of the availability of each of the allegedly infringed works on the Napster system at a time when they were in a position to block access to those works. On May 17, 2006, the Court denied Defendants’ second motion for summary judgment.

11. On July 21, 2006, Defendants filed a third motion for summary judgment, requesting that the Court dismiss Plaintiffs’ claims on the ground that there are no genuine issues of material fact with regard to any of Plaintiffs’ theories of secondary liability, and that Defendants are entitled to judgment as a matter of law on all of Plaintiffs’ claims. Defendants also filed a conditional motion for summary judgment requesting, in the event the Court denies Defendants’ third motion for summary judgment, that the Court limit any statutory damages award to no more than four times Plaintiffs’ actual damages.

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12. On July 21, 2006, Plaintiffs filed a motion for summary judgment, requesting that the Court dismiss any Bertelsmann claim or defense of copyright misuse on the grounds that such a claim or defense has no basis in law or fact.

13. After Defendants' third summary judgment motion, Defendants' conditional summary judgment motion, and Plaintiffs' motion for summary judgment were fully briefed, but before the hearing on those motions, Class Counsel engaged in extensive negotiations with counsel for Bertelsmann to settle this matter. The principal terms of this settlement are reflected in the Settlement Agreement and are summarized below.

14. The Settlement Agreement proposes that the District Court approve a settlement class consisting of all music publisher-principals of HFA during all or part of the time period from October 30, 2000 through October 1, 2007 (other than Persons¹ that have, prior to the date of the Settlement, released their claims against Bertelsmann) (the "Settlement Class" or "Class").

DO I NEED TO DO ANYTHING TO REMAIN A CLASS MEMBER?

15. If you fit within the description of the Settlement Class set forth in paragraph 14 above, you automatically will remain a member of the Class, unless you take the steps to exclude yourself described below. If you remain a member of the Class, then Class Counsel will act as your representative and counsel for purposes of this Settlement. You may enter an appearance through your own counsel if you so desire.

HOW CAN I EXCLUDE MYSELF FROM THE CLASS?

16. If you do not want to remain a member of the Class and participate in the Settlement (if approved), then you must sign and send, by first-class mail, a written exclusion request to the Claims Administrator at:

In re Napster, Inc. Copyright Litigation
c/o The Garden City Group, Inc.
P.O. Box 9192
Dublin, Ohio 43017-4192

postmarked no later than December 21, 2007 (the "Exclusion Request").

17. The Exclusion Request must include the publisher's name (and former names, if any), current address and telephone number, and must be signed by someone authorized to act on such publisher's behalf. The Exclusion Request by entities must include the following statement: "On behalf of [the entity], I request that [that entity] be excluded from the Class in the action *Leiber et al. v. Bertelsmann AG et al.*, No. C 04-1671 MHP. I affirm under penalty of perjury that I have listed [that entity's] full name (and any former names), current address and telephone number." The Exclusion Requests by individuals must include the following statement: "I request to be excluded from the Class in the action *Leiber et al. v. Bertelsmann AG et al.*, No. C 04-1671 MHP. I affirm under penalty of perjury that I have listed my full name, current address and telephone number." Class Counsel also asks that the publisher include in any Exclusion Request an optional explanation as to why the publisher is opting out of the Settlement.

18. The District Court will exclude from the Class any member who requests exclusion. By electing to be excluded from the Class: (1) you will not receive any money, even if you otherwise would be entitled to some money under the Settlement; (2) you will not be bound by any further orders or judgments

¹ A "Person" means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, governmental authority or other entity of any kind.

entered for or against the Class; (3) you will have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) you may present any claims you wish to assert against Bertelsmann by filing your own lawsuit at your own expense, or by seeking to intervene in this lawsuit as an individual plaintiff at your own expense.

19. If you do not elect to be excluded from the Class: (1) you will receive the benefits of the Settlement (if approved); (2) you will be bound by any further orders or judgment entered for or against the Class; and (3) you will have the right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement as described below.

WHAT ARE THE TERMS OF THE SETTLEMENT?

20. The main terms and conditions of the Settlement are summarized below.

Releases of Potential Claims

21. Upon Final Settlement Approval, the Releasing Parties,² on behalf of themselves and, to the maximum extent the Releasing Parties have the legal or contractual right to release such entities' Potential Claims,³ Related Parties⁴ and Composers,⁵ solely to the extent of such authority, irrevocably and unconditionally agree that the statute of limitations is deemed to have expired forever on any and all of their Potential Claims against any Bertelsmann Entity⁶ or any of its Related Parties.

22. Upon Final Settlement Approval, the Releasing Parties, on behalf of themselves and, to the maximum extent the Releasing Parties have the legal or contractual right to release such entities' Potential Claims, Related Parties and Composers, solely to the extent of such authority, fully and forever, irrevocably and unconditionally release, acquit and forever discharge all of their Potential Claims made, claimed, arising or accruing in whole or in part any time prior to or as of the date of Final Settlement Approval against any Bertelsmann Entity or any of its Related Parties.

² Under the Settlement Agreement, "Releasing Parties" means the Representative Plaintiffs, Class members that do not opt-out of the Class, and, to the maximum extent the Releasing Parties have the legal or contractual right to release such entities' Potential Claims, their affiliates and subsidiaries.

³ "Potential Claims" means any and all Claims against any Person that is (or was during the period of Napster's operation) a Bertelsmann Entity or any Related Party thereto from, relating to, based upon, or in connection with the relationship or interaction with and/or funding or financing of Napster (including by way of a loan) by any such Bertelsmann Entity or Related Party, including (i) any and all Claims brought or which could be brought in the Lawsuit and (ii) any and all Claims alleging that any such Bertelsmann Entity or Related Party is liable under one or more theories of copyright infringement or other theory of liability by virtue of such relationship with or funding of Napster. "Claims" means any and all of the following arising under the laws of the United States or any foreign jurisdiction: claims, demands, causes of action, Liabilities, lawsuits, arbitrations, proceedings, third-party interventions, or any other form of claim, whether or not fixed, contingent or absolute, matured or unmatured, direct or indirect, liquidated or unliquidated, accrued or unaccrued, known or unknown, whether or not required to be reflected in financial statements or disclosed in the notes thereto.

⁴ Under the Settlement Agreement, "Related Parties" means, with respect to any Person, present, former and future, as applicable, predecessors, successors, assigns, agents, insurers, representatives, directors, officers and employees (in their capacities as such) of such Person.

⁵ Under the Settlement Agreement, "Composer" means any composer, songwriter, publishing company owned or controlled by a composer, or any other person acting on behalf of a composer, or which has any right, title or interest in any work of a composer, or other person who has entered into a publishing agreement with a Releasing Party. Under the Settlement Agreement, "Publishing Agreement" means a songwriter, publishing, co-publishing, sub-publishing, or administration contract, any other contract whereby a Releasing Party acquires an ownership interest in musical compositions and/or the right to administer or otherwise exploit musical compositions in any territory, and all other contracts whereby a Releasing Party has currently been or hereafter may be granted the right to bring, assert, pursue, maintain, finance, fund, assist, join in, settle, release or otherwise support a Potential Claim.

⁶ "Bertelsmann Entities" means Bertelsmann AG, Bertelsmann, Inc., BMG Columbia House, Inc. and their respective affiliates anywhere in the world.

23. Under the Settlement Agreement, the Releasing Parties, any Person actually or purportedly acting on behalf of any Releasing Parties, and, to the maximum extent the Releasing Parties have the legal or contractual right to bind such entities with respect to the following actions, their Related Parties and Composers, covenant and agree not to (i) bring, institute, assert, continue, pursue, maintain, join in, prosecute or enforce any Potential Claim, directly or indirectly, in any judicial, administrative, arbitration or other forum against any of the Bertelsmann Parties or Related Parties thereto, or (ii) directly or indirectly (including through their counsel) finance, fund, encourage, support, solicit, assist or otherwise support any Potential Claim, whether such Potential Claim is brought by a Releasing Party, a Related Party, a Composer or any third Person (including another Releasing Party).

24. Upon Final Settlement Approval, the Bertelsmann Entities, on behalf of themselves and, to the maximum extent they have the legal or contractual authority to bind hereunder, Related Parties, solely to the extent of such authority, fully and forever, irrevocably and unconditionally: (i) release, acquit and forever discharge all Claims made, claimed, arising or accruing any time prior to or as of the date of Final Settlement Approval against the Releasing Parties, Class Counsel, HFA and the National Music Publishers' Association ("NMPA") (including their respective directors, officers and employees), and experts arising from, relating to, based upon, or in connection with (a) the bringing of this Action, (b) the Claims asserted herein, and (c) any Claims that could have been asserted herein; and (ii) covenant and agree not to, directly or indirectly (including through their counsel), bring, institute, assert, continue, pursue, maintain, prosecute, enforce, support, finance, fund, encourage, solicit, assist with, or join in any such released Claim, in any judicial, administrative, arbitration, or other forum anywhere in the world, whether such Claim is brought by a Bertelsmann Entity, Related Party, or any third Person.

Settlement Fund

25. Under the Settlement Agreement, Bertelsmann has paid \$130 million, of which an amount not to exceed \$32 million will be applied to litigation expenses, including attorneys' fees, into a segregated escrow account for the benefit of the Class (the "Settlement Fund").

26. The Court will retain jurisdiction over the Settlement Fund until such time as it is disbursed.

27. Class Counsel will apply to the Court on January 7, 2008 for attorneys' fees and expenses to be paid from the Settlement Fund under the common fund doctrine (the "Fee and Expense Award"). The Court will evaluate Class Counsel's request and award those fees and expenses it concludes are reasonable.

28. In addition, subject to Court approval, service payments not to exceed \$150,000 in total will be paid to the Representative Plaintiffs in the following amounts: \$25,000 to Jerry Leiber, individually and doing business as Jerry Leiber Music; \$25,000 to Mike Stoller, individually and doing business as Mike Stoller Music; \$50,000 to Peer International Corporation; and \$50,000 to Frank Music Corporation.

29. In addition, settlement administrative costs, including the costs of distributing this Notice, totaling up to \$500,000 will be paid from the Settlement Fund to a claims administrator, The Garden City Group, Inc. (the "Claims Administrator") and a third party auditor, Eisner LLP (the "Independent Auditor"), retained by Class Counsel with Court approval.

30. The Settlement Fund will also be available for the payment of taxes on earnings from or otherwise in respect of the Settlement Fund, as well as any costs or expenses related to the calculation or payment of such taxes, without prior Court approval.

Claims Process

31. The balance of the Settlement Fund shall be paid in cash settlements to the members of the Settlement Class that have not submitted timely and valid opt-out notices. The amount of each participating Class member's distribution shall be calculated by multiplying the balance of the Settlement Fund by each participating Class member's "Total Percent Market Share." The Total Percent Market Share will be determined and allocated as follows:

(a) HFA will submit to the Claims Administrator the regular Mechanical Royalties⁷ received by HFA in the ordinary course of business and distributed by HFA in 2001 and 2002 to each participating Class member ("HFA Income");

(b) Each participating Class member may (but is not required to) supplement its HFA Income with evidence of the Mechanical Royalties received, if any, by that Class member (excluding HFA Income) in the calendar years 2001 and 2002 ("Direct Licensing Income"). Each participating Class member desiring to supplement its HFA Income must submit: (i) a sworn declaration (made in compliance with 28 U.S.C. § 1746) stating the total amount of Direct Licensing Income received by such Class member; and (ii) evidence of Direct Licensing Income, including, but not limited to, certified financial statements showing Mechanical Royalties received in the calendar years 2001 and 2002, royalty statements showing Mechanical Royalties, or other reliable evidence of Mechanical Royalties received in the calendar years 2001 and 2002. The declaration and supporting evidence, which may be redacted by Class members to exclude material unrelated to Direct Licensing Income and shall be treated as "Confidential" under the Court's existing protective order, should be mailed to the Claims Administrator postmarked no later than January 23, 2008. The Claims Administrator will then submit the declaration and supporting evidence on a confidential basis to the Independent Auditor. In such submissions, Class members must segregate out the HFA Income from other Mechanical Royalties income. Further information for the submission of such sworn declarations and evidence of Direct Licensing Income may be obtained from www.LeiberSettlement.com, by contacting the Claims Administrator at the address given in Paragraph 16, or by calling the toll-free number at 1-800-918-1028. Any Class member who makes such a submission regarding Direct Licensing Income also agrees to make their supporting books and records with respect to Direct Licensing Income available for inspection by the Independent Auditor upon request and reasonable notice;

(c) The Independent Auditor will review the declaration and supporting evidence and report the results of this review on a confidential basis to the Claims Administrator;

(d) After the Claims Administrator has received and reviewed the reports made by the Independent Auditor, the Claims Administrator shall determine each participating Class member's Total Percent Market Share by dividing each participating Class member's combined HFA Income and Direct Licensing Income (if any) by all participating Class members' combined HFA Income and Direct Licensing Income. The determination of the Independent Auditor and amount of the Total Percent Market Share allocated to each participating Class member by the Claims Administrator shall be final and binding;

(e) The Claims Administrator will then calculate an allocation from the Settlement Fund in proportion to each Class member's Total Percent Market Share;

⁷ "Mechanical Royalties" means royalties paid for the right to use copyrighted works in the United States (including without limitation any of its individual states, possessions or territories) to make and distribute phonorecords (as defined in 17 U.S.C. § 101) to the public for private use, including by means of digital phonorecord deliveries (as defined in 17 U.S.C. § 115(d)).

(f) The Claims Administrator will oversee distribution of the Settlement Fund to Class members by U.S. first class mail and/or electronic funds transfer as soon as practicable after the Court has approved the Settlement and dismissed the Action. The Claims Administrator shall make reasonable efforts to assure the completion of such disbursements within one hundred (100) days of commencing disbursement efforts.

32. Any questions regarding the calculation of individual settlement payments should be directed to the Claims Administrator at the address given in Paragraph 16, by calling the toll-free number at 1-800-918-1028, or by e-mail at LeiberSettlement@gardencitygroup.com.

Additional Terms

33. The Class Representatives shall have the right, on behalf of themselves and all Class members, to enforce the payment terms of the Settlement Agreement.

34. If Class members whose aggregate HFA Market Share⁸ totals more than fifteen percent (15%) timely and validly request exclusion from the Class, then under the Settlement Agreement, Bertelsmann will have the option to withdraw from the Settlement, in which case the Settlement Agreement shall be null and void and the parties will be restored to their respective litigation positions as of August 30, 2007. In addition, if the aggregate HFA Market Share of the opt-outs is less than 15%, or if the aggregate HFA Market Share is more than 15%, but Bertelsmann elects not to terminate the Settlement Agreement, then Bertelsmann has the right to request the return of a share of the Settlement Fund in proportion to the aggregate HFA Market Share of the opt-outs.

WHAT IS THE SETTLEMENT APPROVAL PROCEDURE?

35. The Court will hold a final approval hearing on February 11, 2008, at 2:00 p.m., in Courtroom 15 of the Honorable Marilyn Hall Patel, United States District Court, Northern District of California, 450 Golden Gate Ave., 16th Floor, San Francisco, CA 94102 (the "Approval Hearing") to consider whether the Settlement should be approved as fair, reasonable, and adequate and in the best interests of the Class. The Court will also consider Class Counsel's application for a Fee and Expense Award at the Approval Hearing. Without further notice to the Class, the Court may adjourn or continue this hearing and approve changes to the Settlement or the [Proposed] Class Action Judgment and Order of Dismissal.

36. If you exclude yourself from the Class, you are not entitled to submit objections to or comments on the Settlement, or to be heard at the Approval Hearing. If you decide to remain a member of the Class and you wish to submit any objection to or comment on the Settlement ("Objections"), you must send, by first-class mail, your Objections in writing to the Office of the Clerk of the Court, United States District Court Courthouse, 450 Golden Gate Ave., 16th Floor, San Francisco, CA 94102, with a copy by first-class mail to Class Counsel at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York, 10019-6064, Attn: Carey R. Ramos, Esq., and to Weil Gotshal & Manges, 767 Fifth Avenue, New York, NY 10153, Attn: R. Bruce Rich, Esq. (attorneys for the Bertelsmann Entities). Your Objections must be postmarked no later than January 11, 2008, and must mention *Leiber et al. v. Bertelsmann AG et al.*, Case No. C 04-1671 MHP. If you do not comply with these procedures, you will not be entitled to contest the approval of the Settlement, or to appeal from any orders or judgments of the Court. Objections that are not timely made shall be forever barred.

⁸ Under the Settlement Agreement, "HFA Market Share" means regular Mechanical Royalties received in the ordinary course of business by HFA and distributed to a Class member by HFA in the calendar years 2001 and 2002, according to HFA's records ("HFA Income"), divided by the HFA Income of all Class members, and expressed as a percentage.

37. Any member of the Class who timely files and serves Objections pursuant to Paragraph 36 above also may appear at the Approval Hearing, either in person or through counsel hired at the Class member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement. Members of the Class or their counsel intending to appear at the Approval Hearing must send, by first-class mail, to the counsel listed in Paragraph 36 above and to the Court, a notice of intention to appear, setting forth (1) the name and address of the Class member (and, if applicable, the name, address, and telephone number of the Class member's attorney), and (2) the objection, including any papers in support thereof ("Intention to Appear"). Your Intention to Appear must be postmarked no later than January 11, 2008. If you do not comply with these procedures, you will not be entitled to be heard at the fairness hearing.

38. If the District Court approves the Settlement, the approval will bind all members of the Class except those who exclude themselves pursuant to the procedure in Paragraphs 16-17 above.

WHERE DO I GET ADDITIONAL INFORMATION?

39. DO NOT CONTACT THE COURT OR THE COURT CLERK WITH QUESTIONS REGARDING THIS NOTICE. For additional information, please refer to www.LieberSettlement.com. Any further inquiry you or your counsel may wish to make concerning this notice should be addressed in writing to the Claims Administrator at the address given in Paragraph 16, by calling the toll-free number at 1-800-918-1028, or by e-mail at LieberSettlement@gardencitygroup.com.

ALL WRITTEN COMMUNICATIONS MUST STATE IN BOLD FACE TYPE ON THE OUTSIDE OF THE ENVELOPE OR OTHER MAILER THAT THE COMMUNICATION "RELATES TO BERTELSMANN CLASS ACTION LITIGATION."

40. The foregoing is only a summary of the lawsuit and the proposed Settlement. For more detailed information, you may review the pleadings, records, and other papers on file in the lawsuit, which may be inspected during regular business hours at the Office of the Clerk of the Court, United States District Court Courthouse, 450 Golden Gate Ave., 16th Floor, San Francisco, CA 94102. Copies of the Complaint, Amended Complaint, Settlement Agreement, and the papers filed in support of approval of the proposed Settlement, are available either at www.LieberSettlement.com or upon request to the Claims Administrator.

Dated: October 1, 2007

The Honorable Marilyn H. Patel
United States District Court Judge

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