

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

BARTZ-MICHALSKI TRUST, ROBERT E. THORN R/O))	CASE NO. CV9802407 AEH
IRA and ROBERT E. THORN, on behalf of themselves))	
and all others similarly situated,))	
)	
Plaintiffs,))	
)	
v.))	
)	
MARK D. FISHMAN, STEVE STEDMAN, IRA NEIMARK,))	
DAVID COLBY, LYNN TILTON, ARNOLD JAFFEE, and))	
STERNE, AGEE & LEACH, INC.,))	
)	
Defendants.))	
)	

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

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE SECURITIES OF 2CONNECT EXPRESS, INC. IN THE INITIAL PUBLIC OFFERING OF 2CONNECT SECURITIES PURSUANT TO THE REGISTRATION STATEMENT AND PROSPECTUS, WHICH REGISTRATION STATEMENT AND PROSPECTUS WENT EFFECTIVE ON OR ABOUT MAY 9, 1997, OR IN THE SECONDARY MARKET AT ANY TIME BETWEEN MAY 9, 1997 AND JANUARY 12, 1998, AND WERE DAMAGED THEREBY.

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 DECEMBER 10, 2000.

EXCLUSION DEADLINE: REQUESTS FOR EXCLUSION MUST BE SUBMITTED POST-MARKED ON OR BEFORE OCTOBER 24, 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 Alabama Rules of Civil Procedure and an Order of the Court dated July 21, 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 Action. 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 Action, or the fairness or adequacy of the proposed Settlement.

II. Statement of Plaintiff Recovery

2. Pursuant to the Settlement described herein, a Settlement Fund consisting of \$100,000 in cash, plus interest, has been established. In addition the Settling Defendant shall transfer or cause the issuance of 100,000 shares of common stock of Bobby Allison Wireless Corporation ("Shares") held by The Trust Company of Sterne Agee & Leach, Inc., an affiliate of Sterne Agee, for the benefit of the Class upon or after the Effective Date.

III. Statement of Attorneys' Fees and Costs Sought

3. Plaintiffs' counsel intend to apply for fees and expenses in the full amount of the Cash Settlement Amount, including the interest thereon.

IV. Further Information

4. Further information regarding the Action and this Notice may be obtained by contacting counsel for Plaintiffs and the Class: David R. Donaldson, Esq., Donaldson, Guin & Slate, LLC, The Morgan Keegan Center, Suite 230, 2900 Highway 280, Birmingham, Alabama 35223, Telephone: (205) 879-9994; Janine L. Pollack, Esq., Milberg Weiss Bershad Hynes & Lerach LLP, One Pennsylvania Plaza, New York, New York 10119, Telephone: (212) 594-5300; and David Mazie, Esq., Nagel Rice & Dreifuss, 301 S. Livingston Avenue, Suite 201, Livingston, New Jersey 07039-3991, Telephone: (973) 535-3100.

NOTICE OF SETTLEMENT HEARING

5. NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Alabama Rules of Civil Procedure and an Order of the Circuit Court of Jefferson County, Alabama dated July 21, 2000, that a hearing will be held before the Honorable Allwin E. Horn, III, at the Criminal Justice Center, 801 North 21st Street, Birmingham, Alabama 35263, on December 1, 2000 at 9:45 a.m. (the "Settlement Hearing") to determine whether a proposed settlement (the "Settlement") of the above-captioned Action (the "Action") as set forth in the Stipulation of Settlement dated May 31, 2000 (the "Stipulation"), is fair, reasonable and adequate and to consider the application of class counsel for attorneys' fees and reimbursement of expenses.

6. The Court, by Preliminary Order In Connection With Settlement Proceedings, dated July 21, 2000, has certified a plaintiff class consisting of: "all persons who purchased or otherwise acquired the securities of 2Connect Express, Inc. in the initial public offering of 2Connect securities pursuant to the Registration Statement and Prospectus, which Registration Statement and Prospectus went effective on or about May 9, 1997, or in the secondary market at any time between May 9, 1997 and January 12, 1998, and were damaged thereby." Excluded from the Class are any of the Defendants in this action, members of the immediate families of each of the Individual 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, the present or former officers, employees, agents, affiliates and subsidiaries of Sterne Agee and/or 2Connect, and the legal representatives, heirs, successors in interest or assigns of any such excluded party.

BACKGROUND OF THE LITIGATION

7. 2Connect was founded in April 1996 as a specialty retailer of communications-related products and services, including internet, cellular, paging, satellite, telephones and telephone systems. The Company, based in Plantation, Florida, operated retail stores in South Florida. Prior to its initial public offering ("IPO"), 2Connect raised capital through certain private offerings. 2Connect's IPO pursuant to the Registration Statement and Prospectus went effective on or about May 9, 1997. 2Connect filed for protection under the United States Bankruptcy Code on or about January 12, 1998. This action was thereafter commenced against defendants Mark D. Fishman, Steve Stedman, Ira Neimark, David Colby, Lynn Tilton, and Arnold Jaffee (hereinafter collectively referred to as the "Individual Defendants") and defendant Sterne, Agee & Leach, Inc. ("Sterne Agee").

8. Settling Defendant Sterne Agee was alleged to have acted as the managing and sole underwriter for the 2Connect IPO and had a duty to disseminate truthful and accurate information in the Registration Statement and Prospectus. Sterne Agee was alleged to be liable with respect to the securities issued on the May 9, 1997 IPO.

9. As a result of 2Connect's filing for protection under the United States Bankruptcy Code it was not named as a defendant herein. The Complaint alleges that Plaintiffs and other class members purchased the securities of 2Connect at prices artificially inflated as a result of the Defendants' dissemination of false and misleading statements regarding 2Connect in violation of (i) Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, (ii) Alabama Code §8-6-19 (Securities Fraud), (iii) Fraud, and (iv) Negligent Misrepresentation.

10. Defendant Sterne Agee denies any wrongdoing whatsoever and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Sterne Agee with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendant Sterne Agee has asserted.

11. Plaintiffs' Counsel have conducted an investigation relating to the claims and the underlying events and transactions alleged in the Complaint. Plaintiffs' Counsel have analyzed the evidence adduced during pretrial discovery and have researched the applicable law with respect to the claims of Plaintiffs and the Class against Defendant Sterne Agee and the potential defenses thereto.

12. Plaintiffs, by their counsel, have conducted discussions and arms'-length negotiations with counsel for Sterne Agee with respect to a compromise and settlement of the Action with a view to settling the issues in dispute and achieving the best relief possible

consistent with the interests of the Class. Based upon their investigation and pretrial discovery, counsel for Plaintiffs and the Class have concluded that the terms and conditions of the Stipulation are fair, reasonable and adequate to Plaintiffs and the Class, and in their best interests, and have agreed to settle the claims raised in the Action as against Sterne Agee pursuant to the terms and provisions of the Stipulation, subject to the approval of the Court, and after considering (a) the substantial benefits that Plaintiffs and the members of the Class will receive from settlement of the Action as against Sterne Agee, (b) the attendant risks of litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation.

13. 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

14. In full and complete settlement of the claims which have or could have been asserted in this Action as against the Settling Defendant Sterne Agee only, and subject to the terms and conditions of the Stipulation, Sterne Agee shall transfer or cause the issuance of 100,000 shares of common stock of Bobby Allison Wireless Corporation ("Shares") for the benefit of the Class upon or after the Effective Date. In addition, Sterne Agee has paid into escrow on behalf of Plaintiffs and the Class \$100,000 (the "Cash Settlement Amount") for the purpose of paying Plaintiffs' Counsel's attorneys fees and expenses. At the time that the Settlement was negotiated the common stock of Bobby Allison Wireless Corporation was not publicly trading. Except as set forth in the following sentence, the value of Bobby Allison Wireless Corporation stock is not guaranteed by the Settling Defendant and may go up or down depending on numerous factors, including market conditions and the operations and prospects of Bobby Allison Wireless Corporation. Sterne Agee has agreed that 25,000 of the Shares to be issued in the Settlement shall carry the right of the owner of such Shares to "Put" the Shares to Sterne Agee for one year from the issuance at the price of \$6.00 per share.

15. In addition, Sterne Agee is to assign all of its claims against Individual Defendants Mark D. Fishman, Steve Stedman, Ira Neimark, David Colby, Lynn Tilton and Arnold Jaffee to Plaintiffs on behalf of the Class. Plaintiffs' Counsel shall be authorized to prosecute such claims on behalf of the assignees as they deem prudent; provided that Sterne Agee shall have no obligation to expend sums or bear any costs of maintaining such claims, if prosecuted, and shall have no responsibility therefor.

16. 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).

17. "Released Parties" means Sterne Agee and its past or present subsidiaries, parents, successors and predecessors, officers, directors, shareholders, agents, employees, and attorneys, and the legal representatives, heirs, successors-in-interest or assigns of any such officers, directors, shareholders, agents, employees and attorneys, in their capacities as such. Released Parties does not include or refer to any of the Individual Defendants.

18. "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 have been or could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, referred to or that could have been asserted in the Complaint relating to the purchase of securities of 2Connect during the Class Period.

19. If the Settlement is approved by the Court, all Settled Claims (including claims which could only have been asserted in a federal court) 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.

20. 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").

ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS

21. The 100,000 Shares of Bobby Allison Wireless Corporation common stock shall be distributed to members of the Class. The Shares shall be to Class Members who purchased their 2Connect shares from or through Sterne Agee (as shown in Sterne Agee's records) or who file acceptable Proofs of Claim (both "Authorized Claimants"). To the extent that the \$100,000 Cash Settlement Amount and the interest earned thereon, is not awarded by the Court to Plaintiffs Counsel, any balance would also be distributed to Authorized Claimants. Class Members who purchased their 2Connect shares from or through Sterne Agee shall not be required to submit any Proof of Claim with respect to such purchases, but will be required to submit a Proof of Claim for any additional purchases they may have made.

22. The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Shares based upon each Authorized Claimant's "Recognized Claim."

23. An Authorized Claimant's "Recognized Claim" shall mean the difference, if any, between the amount paid for 2Connect securities during the Class Period (including brokerage commissions and transaction charges), and the sum for which said securities were sold at a loss on or before January 12, 1998. As to those 2Connect securities which an Authorized Claimant continued to hold as of the close of business on January 12, 1998, Recognized Claim shall mean the entire amount paid for each such securities purchased during the Class Period. Transactions resulting in a gain shall not be included.

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

b. The Shares of Bobby Allison Wireless Corporation common stock will be distributed to Authorized Claimant's in three tiers or tranches as set forth below (no fractional shares shall be issued and no shares shall be issued to any Authorized Claimant who would not be entitled to receive at least one (1) whole share based on the initial proration of shares to Authorized Claimants:

(1) First Tranche: 8,000 Shares of Bobby Allison Wireless Corporation with "Put" rights¹ will be distributed to Authorized Claimants with Recognized Claims of \$6,250 or less. Each Authorized Claimant with a Recognized Claim of \$6,250 or less shall be allocated a pro rata share of said 8,000 Shares with "Put" rights based on his, her or its Recognized Claim compared to the Total Recognized Claims of all accepted claimants with Recognized Claims of \$6,250 or less.

(2) Second Tranche: 36,000 Shares of Bobby Allison Wireless Corporation, including 17,000 with Put rights and 19,000 Shares without such Put rights will be distributed to Authorized Claimants with Recognized Claims of more than \$6,250 up to \$25,000. Each Authorized Claimant with a Recognized Claim of more than \$6,250 up to \$25,000 shall be allocated a pro rata share of said 36,000 Shares based on his, her or its Recognized Claim compared to the Total Recognized Claims of all accepted claimants with Recognized Claims of more than \$6,250 up to \$25,000.

(3) Third Tranche: 56,000 Shares of Bobby Allison Wireless Corporation, without any Put rights, will be distributed to Authorized Claimants with Recognized Claims of more than \$25,000. Each Authorized Claimant with a Recognized Claim of more than \$25,000 shall be allocated a pro rata share of said 56,000 Shares based on his, her or its Recognized Claim compared to the Total Recognized Claims of all accepted claimants with Recognized Claims of more than \$25,000.

25. Class Members, other than Class Members who purchased their 2Connect shares from or through Sterne Agee, who do not file acceptable Proofs of Claim will not share in the Settlement proceeds. Except for persons who file a request for exclusion, all Class Members will be bound by the judgment and the Settlement whether or not they file a Proof of Claim.

THE RIGHTS OF CLASS MEMBERS

26. The Court has certified this Action to proceed as a class action. If you purchased common stock of 2Connect Express, Inc. in the initial public offering of 2Connect securities on or about May 9, 1997, or in the secondary market at any time between May 9, 1997 and January 12, 1998, and were damaged thereby, then you are a Class Member. Class Members have the following options:

(a) If you wish to remain a member of the Class you may share in the proceeds of the Settlement, provided that, if you did not purchase your 2Connect shares from or through Sterne Agee, you submit an acceptable Proof of Claim². 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 31, 2000, and must serve copies of such appearance on the attorneys listed in Paragraph 33(b) 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 31 below. Persons who exclude themselves from the Class will **NOT** receive any share of the proceeds of the Settlement and will not be bound by the Settlement.

(c) If you object to the Settlement or any of its terms, 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 33 below.

FILING AND PROCESSING OF PROOFS OF CLAIM

¹ Shares with Put rights entitle the holder thereof to sell such Shares to Sterne Agee for \$6.00 each for a period of one year from the date of their initial issuance.

² Persons who are shown on Sterne Agee's records to have purchased 2Connect common stock from or through Sterne Agee are being mailed a letter with this Notice stating their purchases as shown on Sterne Agee's records. Unless such Class Members have additional purchases of 2Connect common stock they do not need to file a Proof of Claim to share in the Settlement.

27. If you purchased your 2Connect common stock from or through Sterne Agee as shown in a letter accompanying this Notice you do not need to file a Proof of Claim. If you purchased 2Connect common stock other than as shown on a letter accompanying this notice, then in order to be eligible to receive any distribution from the Settlement for such purchase, you must complete and sign the attached Proof of Claim form and send it by prepaid first class mail post-marked on or before December 10, 2000, addressed as follows:

In re 2Connect Securities Litigation
c/o Gilardi & Co. LLC
Claims Administrator
Post Office Box 5100
Larkspur, CA 94977-5100

28. 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 ACTION, WHETHER OR NOT YOU 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.

29. All Proofs of Claim must be submitted by the date specified in this Notice unless such period is extended by Order of the Court.

30. Each Claimant shall be deemed to have submitted to the jurisdiction of the Circuit Court of Jefferson County, Alabama with respect to his, her or its claim.

EXCLUSION FROM THE SETTLEMENT

31. 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 24, 2000, addressed to 2Connect 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 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 Bartz-Michalski Trust, et al v. Fishman, et al Litigation, Case No. CV9802407" and must be signed by such person or entity. Persons and entities requesting exclusion are requested to also provide the following information: the number of 2Connect securities purchased during the Class Period and the price paid therefor, and the number of 2Connect securities sold during the class period and the amount received therefor, and the number 2Connect securities still owned as of the close of trading on January 12, 1998.

SETTLEMENT HEARING

32. At the Settlement Hearing, the Court will determine whether to finally approve this Settlement and dismiss the Action and the claims of the Class. The Court will also determine whether the terms and conditions for the distribution of Bobby Allison Wireless Corporation common stock pursuant to the Stipulation are fair, reasonable, adequate and in the best interests of the Class. The Settlement Hearing may be adjourned from time to time by the Court without further written notice to the Class.

33. At the Settlement 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, 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 or plaintiffs' 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 31, 2000, such person (a) files with the Clerk of the Court, at the Criminal Justice Center, 801 North 21st Street, Birmingham, Alabama 35263, 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 David R. Donaldson, Esq., Donaldson, Guin & Slate, LLC, The Morgan Keegan Center, Suite 230, 2900 Highway 280, Birmingham, Alabama 35223, Telephone: (205) 879-9994; Janine L. Pollack, Esq., Milberg Weiss Bershad Hynes & Lerach LLP, One Pennsylvania Plaza, New York, New York 10119, Telephone: (212) 594-5300; and David Mazie, Esq., Nagel Rice & Dreifuss, 301 S. Livingston Avenue, Suite 201, Livingston, New Jersey 07039-3991, Telephone: (973) 535-3100 on behalf of Plaintiffs; and J. Michael Rediker, Esq., Ritchie & Rediker, L.L.C., 312 North 23rd Street, Birmingham, Alabama 35203, Telephone: (205) 251-1288 on behalf of the defendants.

ATTORNEYS' FEES AND DISBURSEMENTS

34. At the Settlement 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 and for reimbursement of their expenses from the Settlement Fund in the amount of the Cash Settlement Amount, including all interest earned thereon.

FURTHER INFORMATION

35. For a more detailed statement of the matters involved in this Action, reference is made to the pleadings, to the Stipulation, to the Orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the Court, Criminal Justice Center, 801 North 21st Street, Birmingham, Alabama 35263, during regular business hours.

36. ALL INQUIRIES CONCERNING THIS NOTICE OR THE PROOF OF CLAIM FORM BY CLASS MEMBERS SHOULD BE MADE TO THE CLAIMS ADMINISTRATOR IN WRITING.

**SPECIAL NOTICE TO
SECURITIES BROKERS AND OTHER NOMINEES**

37. If you purchased securities of 2Connect 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 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 2Connect Securities Litigation
c/o Gilardi & Co. LLC
Claims Administrator
P.O. Box 5100
Larkspur, CA 94977-5100
(415) 461-0410

Dated: August 25, 2000

By Order of the Court
CLERK OF THE COURT