

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

IN RE BEARINGPOINT, INC. SECURITIES
LITIGATION II

Civil Action No. 1:05-cv-00454 (LO/TCB)

THIS DOCUMENT RELATES TO:
ALL ACTIONS

**NOTICE OF PENDENCY OF CLASS ACTION
AND HEARING ON PROPOSED SETTLEMENT
AND ATTORNEYS' FEE PETITION AND
RIGHT TO SHARE IN SETTLEMENT FUND**

TO: ALL PERSONS WHO PURCHASED BEARINGPOINT, INC. COMMON STOCK DURING THE PERIOD FROM AUGUST 14, 2003 THROUGH APRIL 20, 2005 INCLUSIVE.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS ACTION. 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, POSTMARKED ON OR BEFORE NOVEMBER 3, 2010.

EXCLUSION DEADLINE: REQUESTS FOR EXCLUSION MUST BE SUBMITTED POSTMARKED ON OR BEFORE AUGUST 20, 2010.

SECURITIES BROKERS AND OTHER NOMINEES: PLEASE SEE INSTRUCTIONS ON PAGE 8 HEREIN.

I. SUMMARY OF SETTLEMENT AND RELATED MATTERS

1. This Notice of Pendency of Class Action and Hearing on Proposed Settlement (the "Notice") is given pursuant to Federal Rule of Civil Procedure 23 and an Order of the United State District Court for the Eastern District of Virginia (the "Court") dated June 24, 2010. The purpose of this Notice is to inform you that this class action (the "Class Action") relating to BearingPoint, Inc. ("BearingPoint") is pending and that there is a proposed settlement in the aggregate principal amount of \$7,500,000 which will affect your rights (the "Settlement"). Final approval of the proposed Settlement will be considered at a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. This Notice describes your rights under the Settlement and what steps you may take in relation to the Class Action. Capitalized terms used in this Notice have the meanings given to them in the "Definitions" section below, unless otherwise defined. The Settlement discussed herein relates to claims against all the remaining defendants in the Class Action: BearingPoint, Robert S. Falcone, and Randolph C. Blazer. 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 the Class Action, or the fairness or adequacy of the proposed Settlement.

II. STATEMENT OF PLAINTIFFS' RECOVERY

2. The Settlement, if finally approved, will result in the creation of a cash settlement fund in the aggregate principal amount of \$7,500,000 which, subject to deduction for costs of notice and administration, and for attorneys' fees, costs and expenses as approved by the Court, will be available for distribution to Class Members. Attorneys' fees equal to 33 1/3% of the settlement fund and expenses not to exceed \$425,000 are being requested. Your recovery from these funds will depend on a number of variables, including the number and timing of BearingPoint shares you purchased, and the number of claims submitted. It is estimated that if all eligible BearingPoint securities purchasers covered by this Settlement filed claims to share therein, then the average recovery per damaged share of common stock under the Settlement is estimated to be \$0.075 per share (before the deduction of any Court-awarded attorneys' fees and expenses).¹

¹ A damaged share may have been traded more than once during the relevant time period and the indicated average recovery is for the total of all purchasers of that share.

III. STATEMENT OF POTENTIAL OUTCOME OF CASE

3. The Lead Plaintiff and the Settling Defendants disagree as to both liability and damages and do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff were to have prevailed on the claims alleged against the Settling Defendants at a trial. In addition to the numerous risks of litigation and liability issues on which the parties disagree, the damage-related issues on which the parties disagree include: (a) whether any material misstatements or omissions were made and if so whether the alleged material misstatements or omissions were made intentionally, recklessly, negligently, or innocently; (b) the appropriate economic model for determining the amount by which BearingPoint's common stock was allegedly artificially inflated (if at all) during the Class Period; (c) the amount by which BearingPoint's common stock was allegedly artificially inflated (if at all) during the Class Period; (d) the effect of various market forces influencing the trading price of BearingPoint's common stock at various times during the Class Period; (e) the extent to which external factors such as general market and industry conditions influenced the trading price of BearingPoint's common stock at various times during the Class Period; (f) the extent to which the various statements that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the trading price of BearingPoint's common stock at various times during the Class Period; (g) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the trading price of BearingPoint's common stock at various times during the Class Period; and (h) whether the statements made or facts allegedly omitted were material or otherwise actionable under the federal securities laws. Under the relevant securities laws, a claimant's recoverable damages are limited to the losses attributable to the alleged fraud or material misrepresentations or omissions. Losses resulting from factors other than the alleged fraud or material misrepresentations or omissions are not compensable under the federal securities laws.

4. Lead Counsel believes that there was a substantial risk that Lead Plaintiff and the Class might not have been able to recover any greater amounts from the Settling Defendants to satisfy the claims asserted in the Class Action, considering the bankruptcy of BearingPoint, as well as the defenses asserted, or that could be asserted, to the claims. Absent the Settlement, Lead Plaintiff could have recovered nothing or substantially less than the settlement amount herein described.

5. The Settling Defendants deny any wrongdoing and deny that they are liable to the Lead Plaintiff or the Class and deny that Lead Plaintiff or the Class has suffered any damages, but desire to terminate the litigation in order to avoid the costs and uncertainty of litigation.

IV. STATEMENT OF ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES SOUGHT

6. Lead Counsel intends to apply for fees of 33 1/3% of the total amount recovered pursuant to the Settlement described herein, or an average of \$0.025 per damaged share. Lead Counsel has expended considerable time and effort in the prosecution of this litigation on a contingent fee basis, and has advanced the expenses of the litigation, in the expectation that if it were successful in obtaining a recovery for the Class, then it would be compensated for its efforts from such recoveries. In this type of litigation, it is customary for counsel to be awarded as their attorneys' fees a percentage of the common fund their efforts have created. Lead Counsel is also seeking reimbursement of expenses not to exceed \$425,000 incurred in this litigation from its inception in April 2005.

V. REASONS FOR THE SETTLEMENT

7. The principal reason for the Settlement is the immediate substantial cash benefit to be provided to Class Members, especially in light of the bankruptcy of BearingPoint. This benefit must be compared to the risk that no recovery might be achieved from the Settling Defendants if litigation continued, the significant delay in any recovery that could have arisen from continued litigation and the possibility that some or all of the Settling Defendants might ultimately be found not liable to Lead Plaintiff or the Class.

VI. BACKGROUND OF THE LITIGATION

8. BearingPoint at all relevant times was a publicly traded management and technology consulting company headquartered in Virginia whose stock was traded on the New York Stock Exchange.

9. Beginning in April 2005, class action complaints alleging violations of the federal securities laws were filed in the Court against BearingPoint and certain of its former officers and directors. The class actions were consolidated pursuant to an Order of the Court entered on June 27, 2005. By Order dated July 26, 2005, the Court appointed Matrix Capital Management Fund, LP, Matrix Capital Management Fund II, LP, and Matrix Capital Management Fund (Offshore), Limited as the Lead Plaintiff pursuant to the Private Securities Litigation Reform Act of 1995. The Court further appointed the law firm of Gold Bennett Cera & Sidener LLP as Lead Counsel.

10. On March 10, 2006, Lead Plaintiff filed a First Amended Consolidated Class Action Complaint For Violations Of The Federal Securities Laws (the "Complaint"). The Complaint generally alleges that Settling Defendants disseminated a series of materially false and misleading statements during the Class Period which caused BearingPoint common stock to trade at artificially inflated prices, thereby causing damage to purchasers of BearingPoint common stock upon the announcement by BearingPoint on April 20, 2005 that certain previously issued financial statements could not be relied upon, and a goodwill impairment charge between \$250-\$400 million would be recorded for the year ended December 31, 2004.

11. On January 17, 2006, the Court certified the action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of all persons and entities who purchased or otherwise acquired the common stock of BearingPoint from August 14, 2003 through April 20, 2005.

12. The Court, by an Order dated September 12, 2007, granted Settling Defendants' motions to dismiss, dismissed the action with prejudice, and entered a judgment in favor of Settling Defendants. Lead Plaintiff thereafter, on September 26, 2007, filed a motion pursuant to Rule 59(e), Fed.R.Civ.P. to alter or amend the judgment and lodged a proposed Second Amended Complaint in connection therewith. On November 19, 2007, the Court denied the Rule 59(e) motion. Lead Plaintiff timely appealed these rulings to the United States Court of Appeals for the Fourth Circuit. On February 18, 2009, after oral argument on the appeal to, but before decision by the Fourth Circuit, BearingPoint and certain of its affiliates (collectively, the "Debtors") commenced voluntary cases under chapter 11 of the United States Bankruptcy Code (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). As a result of the filing of the Chapter 11 Cases, the Fourth Circuit stayed any further action on the appeal. On April 8, 2009, Lead Plaintiff sought relief from the automatic stay provided by Section 362(a) of the Bankruptcy Code to permit the Fourth Circuit to render a decision on the appeal. The Bankruptcy Court entered an order on May 7, 2009 granting the Lead Plaintiff's limited relief from the automatic stay with respect to BearingPoint to permit the Fourth Circuit to render its decision on the appeal. On July 31, 2009, the Fourth Circuit issued its Opinion and Order affirming the dismissal of the Complaint but reversing denial of the Rule 59(e) motion, vacating the judgment in favor of Settling Defendants, and remanding the action to the Court for further proceedings. On December 22, 2009, the Bankruptcy Court entered an order confirming the Debtors' Modified Second Amended Joint Plan Under Chapter 11 of the Bankruptcy Code, dated December 17, 2009 (the "Plan"). The Plan became effective on December 30, 2009. Pursuant to the Plan, no distributions are available for Lead Plaintiff and the members of the Class from BearingPoint's bankruptcy case. The parties thereafter engaged in a lengthy mediation process which led to the proposed settlement of the action.

13. The Settling Defendants deny all averments of wrongdoing or liability in the Class Action and all other accusations of wrongdoing or violations of law, and have asserted numerous defenses to the claims alleged. The Settlement is not and shall not be construed or be deemed to be evidence or an admission or a concession on the part of the Settling Defendants of any fault or liability or damages whatsoever, and they do not concede any infirmity in the defenses which they have asserted or could have asserted in the Class Action.

VII. BACKGROUND TO THE SETTLEMENT

14. Lead Counsel has conducted an investigation relating to the claims and the underlying events and transactions alleged in the Complaint. Lead Counsel has examined all relevant filings by BearingPoint with the U.S. Securities and Exchange Commission ("SEC") before, during and after the Class Period as well as documents produced in the litigation by the Settling Defendants and third parties. Lead Counsel also has reviewed extensive documents voluntarily produced by BearingPoint for conditional use to facilitate the mediation and which consist of materials provided by BearingPoint to the SEC in connection with the SEC's investigation of certain factual matters which are raised in the Complaint. On March 2, 2010, the SEC informed BearingPoint that it had concluded its investigation and that no action was being taken. Lead Counsel also had access to certain records of BearingPoint's independent public accountant. Lead Counsel has analyzed the evidence adduced during this factual investigation and has researched the applicable law with respect to the claims of Lead Plaintiff and the Class against the Settling Defendants, and the potential defenses thereto. Prior to entering into the Settlement described herein, Lead Counsel conducted an extensive investigation of Lead Plaintiff's claims, including a detailed analysis of the above described records. In addition, Lead Counsel has participated as necessary in BearingPoint's bankruptcy case to protect the rights of Class members therein to the extent possible. BearingPoint is in the process of being liquidated. Based on the evidence and the risks of continued litigation, Lead Counsel believes that the Settlement represents a significant and highly beneficial recovery for Class Members.

15. Lead Plaintiff, through Lead Counsel, has conducted discussions and arm's length negotiations with counsel for the Settling Defendants regarding a compromise and settlement of the Class Action with a view to settling the issues in dispute and achieving the best relief possible consistent with the interests of the Class Members. The parties were assisted in these efforts by a professional mediator who conducted a settlement mediation which led to the proposed Settlement.

16. Lead Plaintiff and the Settling Defendants realize that the continued litigation of the claims would entail substantial effort and expense and believe that the claims in the Class Action as against the Settling Defendants are best settled as set forth herein.

17. No determination has been made by the Court as to the liability of any Settling Defendant or the amount, if any, of damages suffered by the Class, nor the proper measure of any such damages. The Settlement provides an immediate and substantial cash benefit for Class Members and avoids the risk that liability or damages might not have been proven against the Settling Defendants at trial, or that if liability and damages were proven against them, that any ensuing judgment might have been reversed on appeal or might otherwise not have been collectible. In addition, by virtue of BearingPoint's bankruptcy, Class Members have no ability to make a recovery against BearingPoint, which is being liquidated, except to the extent of available insurance.

18. NO DETERMINATION HAS BEEN MADE ON THE MERITS OF LEAD PLAINTIFF'S CLAIMS AGAINST THE SETTling DEFENDANTS, OR THE DEFENSES THERETO. ALTHOUGH THE COURT HAS MADE CERTAIN RULINGS ON LEAD PLAINTIFF'S CLAIMS, AS DESCRIBED IN PARAGRAPH 12 ABOVE, 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.

VIII. DEFINITIONS

19. "Authorized Claimant" means any Class Member whose Claim for recovery is allowed pursuant to the terms of the Stipulation of Settlement and the Plan of Allocation of Settlement Proceeds.

20. "BearingPoint Parties" means reorganized BearingPoint, Inc., the BearingPoint, Inc. Liquidating Trust and John DeGroote Services, LLC, as Trustee of the BearingPoint, Inc. Liquidating Trust.

21. "Claim" means the submission to be made by or on behalf of Class Members, on the Proof of Claim and Release form, which is enclosed herewith.

22. "Class" means the previously certified class consisting of all Persons (as defined herein) (including Lead Plaintiff) who purchased or otherwise acquired BearingPoint common stock from August 14, 2003 through April 20, 2005 (the "Class Period") and who were damaged thereby. Excluded from the Class are: (i) all Settling Defendants in the Class Action; (ii) all members of the immediate families (parents, spouses, siblings and children) of each of the Individual Defendants, (iii) any entity affiliated with any defendant in the Class Action or with any member of the immediate family of such defendant, including without limitation any entity in which any such defendant or any member of the immediate family of such defendant has a controlling interest, (iv) the officers, directors, managing directors, parents, subsidiaries, partners, and affiliates of BearingPoint, and (v) the legal representatives, heirs, successors in interest and assigns of any of the foregoing.

23. "Class Members" means all Persons who are members of the Class.

24. "Effective Date" means the date when an Order entered by the Court approving the Settlement shall become final and not subject to appeal or to review by writ of certiorari.

25. "Excluded Class Members" means those Class Members who validly request exclusion from the Settlement in accordance with the requirements for requesting exclusion set forth in this Notice.

26. "Individual Defendants" means Robert S. Falcone and Randolph C. Blazer.

27. "Lead Counsel" means Gold Bennett Cera & Sidener LLP.

28. "Lead Plaintiff" means Matrix Capital Management Fund, LP, Matrix Capital Management Fund II, LP, and Matrix Capital Management Fund (Offshore), Limited.

29. "Net Settlement Fund" means the Settlement Fund less any costs, expenses, reserves, taxes, or attorneys fees and expenses paid therefrom (as authorized by the Stipulation or by orders of the Court).

30. "Person" means an individual or entity, including any corporation (and any division or subsidiary thereof), partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, or government or any political subdivision or agency thereof, or other type of legal entity and their heirs, agents, executors, administrators, predecessors, successors or assigns, and their personal representatives, all in their capacities as such.

31. "Plan of Allocation of Settlement Proceeds" means the plan, proposed by Lead Plaintiff and described in Section XI hereof, for the allocation and distribution of the Settlement Fund to Authorized Claimants.

32. "Released Persons" means each and all of the Settling Defendants, each Debtor and its estate, the BearingPoint Parties, and their past, present or future subsidiaries, parents, affiliates, successors and predecessors, assigns, acquirers, divisions, representatives, heirs, officers, directors, managing directors, partners, shareholders, agents, employees, attorneys, auditors, accountants, underwriters, advisers, insurers, co-insurers, and re-insurers, consultants, and any person, firm, trust, corporation, officer, director or other individual or entity in which any Settling Defendant has a controlling interest or which is related to or affiliated with any of the Settling Defendants, and the legal representatives, heirs, predecessors, successors in interest or assigns of the Settling Defendants and/or any members of the immediate family of any Settling Defendant, including, without limitation, any insurer, and its past or present subsidiaries, parents, affiliates, successors and predecessors, reinsurers, officers, directors, agents, employees, attorneys, legal representatives, successors in interest or assigns.

33. "Settled Claims" means any and all direct, individual, or class claims (including Unknown Claims, as defined in the Stipulation), debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for compensatory damages, punitive damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, liability or relief, monetary, injunctive, or otherwise), whether based on federal, state, local, foreign, international, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or un-matured, whether class or individual in nature, including both known claims and unknown, pleaded or unpleaded, suspected or unsuspected claims, (i) that have been asserted in this Class Action by the Lead Plaintiff, Class Members or any of them against any of the Released Persons, or (ii) that could have been, were, or could in the future be, asserted in any forum by the Lead Plaintiff, Class Members or any of them against any of the Released Persons in connection with, based upon, related to or arising out of in any way the claims, allegations, acts, transactions, facts, events, matters or occurrences, disclosures, representations or omissions, involved, described, set forth, or referred to in the Class Action and/or the Complaint; (iii) based upon, related to, or arising out of in any way the subject matters, claims, allegations, acts, transactions, facts, events, matters or occurrences, disclosures, representations or omissions involved, described, set forth, or referred to in the Class Action and/or the Complaint, or (iv) that arise out of (v) or relate in any way to the defense or settlement of this Class Action (except for claims to enforce this Settlement).

34. "Settlement" refers to the agreement to settle the claims in the Class Action as set forth in the Stipulation.

35. "Settlement Fund" means all funds deposited by or on behalf of Settling Defendants into the escrow account established for this Settlement.

36. "Settling Defendants" means, collectively, BearingPoint, Inc., Robert S. Falcone, and Randolph C. Blazer.

37. "Stipulation" means the Stipulation and Agreement of Settlement entered into by the parties, dated as of June 2, 2010.

IX. TERMS OF THE PROPOSED SETTLEMENT

38. In full and complete resolution of the Settled Claims, and subject to the terms and conditions of the Settlement, which is on file with the Court and available for inspection, the BearingPoint Parties will allow a claim in the amount of, and consent to the agreements of the Individual Defendants who agree to pay or cause to be paid from insurance proceeds into escrow, Seven Million Five Hundred Thousand Dollars (\$7,500,000) in cash, which will accrue interest for the benefit of the Class pending distribution. This amount is to be deposited within seven (7) business days of the Court's preliminary approval of the Settlement.

39. If the Settlement is finally approved by the Court, the Settled Claims will be dismissed on the merits and with prejudice as to all Class Members and all Class Members shall be forever barred from prosecuting the Class Action or any other action in any forum raising any Settled Claims against the Released Persons.

40. The Settlement will become effective upon the Effective Date (as defined in the Stipulation), subject to the terms of the parties' Settlement.

X. NOTICE OF SETTLEMENT FAIRNESS HEARING

41. NOTICE IS HEREBY GIVEN, pursuant to Federal Rule of Civil Procedure 23 and an Order of the Court dated June 24, 2010, that a hearing will be held before the Honorable Liam O'Grady, in the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314, at 10:00 a.m., on September 10, 2010 (the "Settlement Fairness Hearing") to determine whether the Settlement should be approved as fair, reasonable and adequate, to consider the proposed Plan of Allocation of Settlement Proceeds, and to consider the application of Lead Counsel for an award of attorneys' fees and reimbursement of expenses.

XI. PLAN OF ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS

42. The Net Settlement Fund shall be distributed to members of the Class who file acceptable Proofs of Claim ("Authorized Claimants") in accordance with this Section XI hereof.

43. Each Authorized Claimant shall receive, on a pro rata basis, that share of the Settlement Fund that the Authorized Claimant's "Recognized Loss" bears to the total Recognized Losses of all Authorized Claimants. An Authorized Claimant's "Recognized Loss" shall be calculated as follows:

a. For Class Members who purchased shares of BearingPoint common stock during the Class Period and who sold their shares at a loss on or before April 20, 2005, the Recognized Loss is the difference between the purchase price and the sales price.

b. For Class Members who purchased shares of BearingPoint common stock during the Class Period and who sold their Shares at a loss between April 21, 2005 and July 19, 2005, the Recognized Loss is calculated as the difference between the purchase price paid less the average closing price of BearingPoint stock between April 21, 2005 and the date the Shares were sold.

c. For Class Members who purchased shares of BearingPoint common stock during the Class Period and who sold their Shares at a loss on July 20, 2005, or who still held shares on that date, the Recognized Loss is calculated as the difference between the purchase price paid less the average closing price of BearingPoint stock during the 90-day period following the end of the Class Period which was \$6.7274 per share.

44. In connection with the determination of Recognized Loss the following rules shall apply: The date of purchase or sale is the "contract" or "trade" date, as distinguished from the "settlement" date. For purposes of computing purchase and sale prices, commissions and fees shall not be included. Transactions in BearingPoint common stock shall be matched against the same type of BearingPoint common stock on a "first-in, first-out" ("FIFO") basis within the Class Period, by matching the first BearingPoint common stock purchased during the Class Period against the first BearingPoint common stock sold during the Class Period. The Plan of Allocation may be further altered or amended by order of the Court for good cause shown. "Short" sales shall not be recognized for any amount of loss on the cover or purchase transaction and no Recognized Loss will be computed for any such covering purchase transaction. In no event shall any Class Member be entitled to greater than their statutory damages.

45. Checks will be distributed to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement.

XII. THE RIGHTS OF CLASS MEMBERS

46. The Court has previously certified a Class in this litigation by Order dated January 17, 2006. If you purchased BearingPoint common stock during the period from August 14, 2003 through April 20, 2005, inclusive, then you are a Class Member. Class Members have the following options pursuant to Federal Rule of Civil Procedure 23(c)(2):

(a) If you wish to remain a member of the Class, you do not have to do anything at this time. Class Members will be represented by Lead Plaintiff and Lead 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 August 20, 2010, and must serve copies of such appearance on the attorneys listed in paragraph 54 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 52 below. Persons who exclude themselves from the Class will NOT be entitled to receive any share of the Settlement proceeds and will not be bound by the Settlement.

(c) If you object to the Settlement or any of its terms, or to Lead Counsel's application for fees or expenses, or the proposed Plan of Allocation of Settlement Proceeds, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in paragraph 54 below.

47. IF YOU ARE A CLASS MEMBER AND YOU DO NOT PROPERLY EXCLUDE YOURSELF FROM THE CLASS, YOU WILL BE BOUND BY THE SETTLEMENT, INCLUDING RELEASES, AND THE FINAL JUDGMENT OF THE COURT DISMISSING THIS ACTION AGAINST THE SETTLING DEFENDANTS AND WILL BE ENTITLED TO SUBMIT A CLAIM. IF YOU EXCLUDE YOURSELF, YOU WILL NOT BE BOUND BY THE JUDGMENT BUT YOU WILL NOT BE ENTITLED TO ANY SHARE OF THE NET SETTLEMENT FUND.

XIII. FILING AND PROCESSING OF PROOFS OF CLAIM AND RELEASES

48. IN ORDER TO BE ELIGIBLE TO RECEIVE ANY DISTRIBUTION FROM THE NET SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THE ATTACHED PROOF OF CLAIM AND RELEASE FORM AND SEND IT BY PREPAID FIRST CLASS MAIL POSTMARKED ON OR BEFORE NOVEMBER 3, 2010, ADDRESSED AS FOLLOWS:

In re BearingPoint, Inc. Securities Litigation
c/o Gilardi & Co. LLC
Claims Administrator
P.O. Box 990
Corte Madera, CA 94976-0990

49. IF YOU DO NOT SUBMIT A PROPER PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT BE ENTITLED TO ANY SHARE OF THE NET SETTLEMENT FUND.

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

51. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its claim.

XIV. EXCLUSION FROM THE SETTLEMENT

52. Each Member of the Class shall be bound by all determinations and judgments in the Class 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 August 20, 2010, addressed to *In re BearingPoint, Inc. Securities Litigation Exclusions*, c/o Gilardi & Co. LLC, Claims Administrator, Post Office Box 990, Corte Madera, CA 94976-0990. No Person may be excluded from the Class after that date. In order to be valid, each such request for exclusion must set forth the name, address, and telephone number of the Person requesting exclusion, must state that such Person "requests exclusion from the Class in *In re BearingPoint, Inc. Securities Litigation*," and must be signed by such Person. Persons requesting exclusion must also provide: (1) for each purchase of BearingPoint stock during the Class Period, the date of the purchase, the purchase price, and the number of shares purchased; and (2) for every sale of BearingPoint stock during the Class Period, the date of the sale, the sale price, and the number of shares sold. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

XV. RIGHTS IN CONNECTION WITH SETTLEMENT FAIRNESS HEARING

53. At the Settlement Fairness Hearing, the Court will determine whether to finally approve the Settlement and dismiss the Class Action and the claims of the Class Members as against the Released Persons. If the Settlement is approved, additional hearings may be held to determine whether the proposed Plan of Allocation of Settlement Proceeds and the application of Lead Counsel for attorneys' fees and expenses shall be approved. These hearings may be adjourned from time to time by the Court without further written notice to Class Members.

54. At the Settlement Fairness Hearing, any Class Member who has not properly submitted a Request for Exclusion from the Class may appear in person or by counsel and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the proposed Plan of Allocation of Settlement Proceeds, or the application for attorneys' fees and reimbursement of expenses; provided, however, that in no event shall any person be heard in opposition thereto 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 August 20, 2010, such person (a) files with the Clerk of the Court notice of such person's intention to appear, showing proof of such person's membership in the Class, and providing 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, proof, statement and documentation, together with copies of any other papers or briefs such person files with the Court, in person or by mail upon each of the following: Solomon B. Cera, Esq., Gold Bennett Cera & Sidener LLP, 595 Market Street, Suite 2300, San Francisco, CA 94105-2835 (on behalf of Lead Plaintiff); Richard L. Brusca, Esq., of Skadden, Arps, Slate, Meagher & Flom, LLP, 1440 New York Avenue, N.W., Washington, DC 20005 (on behalf of BearingPoint, Inc. and Robert S. Falcone); and Robert A. Van Kirk, Esq., of Williams & Connolly LLP, 725 Twelfth Street, N.W. Washington, DC 20005 (on behalf of Randolph C. Blazer).

XVI. FURTHER INFORMATION

55. For a more detailed statement of the matters involved in the Class Action, refer to the pleadings, to the Stipulation of Settlement, to all orders entered by the Court and to the other papers filed in the Class Action, which may be inspected at the Office of the Clerk of the Court, United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314, during regular business hours.

56. Further information regarding the Settlement referred to in this Notice may also be obtained by contacting Lead Plaintiff's Counsel: Solomon B. Cera, Esq. and Pamela A. Markert, Esq., Gold Bennett Cera & Sidener LLP, 595 Market Street, Suite 2300, San Francisco, CA 94105, (415) 777-2230.

XVII. SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

57. If you purchased securities of BearingPoint, Inc. during the period from August 14, 2003 through April 20, 2005, inclusive 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 or acquired such BearingPoint securities during such time period or (b) request additional copies of this Notice, which will be provided to you free of charge, and within seven days mail the Notice directly to the beneficial owners of BearingPoint securities. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

In re BearingPoint, Inc. Securities Litigation
c/o Gilardi & Co. LLC
Claims Administrator
P.O. Box 990
Corte Madera, CA 94976-0990
1-866-215-3632
www.gilardi.com

DO NOT CONTACT THE COURT.

Dated: June 24, 2010

By Order of the Court
Clerk of the Court