

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

SHERLEIGH ASSOCIATES INC. PROFIT SHARING PLAN,)	No. 98-3028-JSL(BQRx)
)	
Plaintiff,)	<u>CLASS ACTION</u>
)	
vs.)	
)	
COHR, INC., et al.,)	
)	
Defendants.)	
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NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF COHR, INC. ("COHR") DURING THE PERIOD BEGINNING FEBRUARY 16, 1996 THROUGH AND INCLUDING JUNE 29, 1998

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM POSTMARKED ON OR BEFORE JULY 27, 2000.

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

The proposed settlement creates a fund in the amount of \$12,000,000 in cash and will include interest that accrues on the fund prior to distribution. Based on Representative Plaintiffs' estimate of the number of shares entitled to participate in the settlement, and the anticipated number of claims to be submitted by Class Members, the average distribution per share would be approximately \$1.25 before deduction of Court-approved fees and expenses. However, your actual recovery from this fund will depend on a number of variables including the number of claimants, the number of shares you purchased, the expense of administering the claims process, and the timing of your purchases and sales, if any.

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

The Representative Plaintiffs believe that the proposed settlement is a good recovery and is in the best interests of the Class. The settlement represents more than 100% of the Defendants' calculation of damages (assuming liability was proved) and more than 25% of plaintiffs' calculation of damages for the most likely period of recovery. Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that plaintiffs would not have prevailed on any of their claims, in which case the Class would receive nothing. For example, Representative Plaintiffs faced the possibility that all or many of the claims in this case could have been dismissed. In addition, the amount of damages recoverable by the Class was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Litigation gone to trial, Defendants intended to assert that all or most of the losses of Class Members were caused by non-actionable market, industry or general economic factors. Defendants would also assert that throughout the Settlement Class Period the uncertainties and risks associated with COHR's business and financial condition were fully and adequately disclosed.

Representative Plaintiffs' Counsel have not received any payment for their services in conducting this Litigation on behalf of the Representative Plaintiffs and the members of the Settlement Class, nor have they been reimbursed for their out-of-pocket expenditures.

If the settlement is approved by the Court, counsel for the plaintiffs will apply to the Court for attorneys' fees of 25% of the settlement proceeds and reimbursement of out-of-pocket expenses not to exceed \$325,000 to be paid from the settlement proceeds. If the amount requested by counsel is approved by the Court, the average cost per share would be \$0.35. The average cost per share could vary depending on the number of shares for which claims are filed.

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

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

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A settlement hearing will be held on June 12, 2000, at 1:00 p.m., before the Honorable J. Spencer Letts, United States District Judge, at the United States Courthouse, Central District of California, Western Division, 312 North Spring Street, Los Angeles, California 90012 (the "Settlement Hearing"). The purpose of the Settlement Hearing will be to determine: (1) whether the settlement consisting of \$12,000,000 in cash plus accrued interest should be approved as fair, just, reasonable and adequate to each of the parties; (2) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, just, reasonable, and adequate; (3) whether Representative Plaintiffs' Counsel have adequately represented the Class; (4) whether the application by plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses should be approved; and (5) whether the Litigation should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Settlement Class.

II. DEFINITIONS USED IN THIS NOTICE

1. "Defendants" means COHR, Inc., Paul Chopra, Umesh Malhotra, Stephen W. Gamble, Sandy M. Morford, Haresh Satiani, James Barber, Needham & Company, Inc., and Bernard Lirola.

2. "Related Parties" means each of a Defendant's past or present directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, predecessors, successors (including, without limitation, MedAssets Insource, Inc.), parents (including, without limitation, MedAssets.com, Inc.), subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities (including Healthcare Association of Southern California, Inc.), any entity in which a Defendant has a controlling interest, any members of their immediate families, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his family.

3. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, asserted or that might have been asserted, including, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations, by any Representative Plaintiff or Settlement Class Member against any of the Defendants or the Related Parties arising out of, based upon or related to both the purchase of COHR common stock by any Settlement Class Member during the Class Period and any of the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Litigation or the State Court Action.

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

5. "Settlement Class" means all Persons who purchased the common stock of COHR during the period beginning February 16, 1996 through and including June 29, 1998 ("Settlement Class Period"). Excluded from the Class are Defendants, members of the immediate families of the Individual Defendants, any entity in which any Defendant has or had a controlling interest, directors and officers of COHR during the Class Period, and the legal representatives, heirs, successors, or assigns of any such excluded Person or entity.

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

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

The Representative Plaintiffs shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle

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

III. THE LITIGATION

On and after April 21, 1998, the following actions were filed in the United States District Court for the Central District of California, as securities class actions on behalf of purchasers of COHR common stock during a defined period of time:

1. *Sherleigh Associates, Inc. Profit Sharing Plan v. COHR, Inc., et al.*, No. C-98-3028-JSL(BQRx), filed April 21, 1998.
2. *Zabronsky, et al. v. COHR, Inc., et al.*, No. C-98-3493-R(Ex), filed May 6, 1998.
3. *Bird v. COHR, Inc., et al.*, No. C-98-4177-WMB(AJWx), filed May 27, 1998.

(collectively, the "Litigation").

The complaints in the Litigation allege violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and are brought on behalf of a class consisting of all persons who purchased the common stock of COHR between February 16, 1996 through and including April 17, 1998.

On April 16, 1998, an action was filed in the Superior Court for the State of California, County of Los Angeles (the "State Court") as a securities class action on behalf of purchasers of COHR common stock during a defined period of time entitled *Leeds v. Malhotra*, BC189490 (the "State Court Action"). The complaint in the State Court Action alleges claims for violation of California Corporations Code §§25400 and 25500 based on the same facts as alleged in the complaints in the Litigation on behalf of a class subsumed within the time period of the Class alleged in the Litigation.

IV. CLAIMS OF THE REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLEMENT

The Representative Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. However, counsel for the Representative Plaintiffs recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendants through trial and through appeals. Counsel for the Representative Plaintiffs also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Counsel for the Representative Plaintiffs also are mindful of the inherent problems of proof under and possible defenses to the federal securities law violations asserted in the Litigation. Counsel for the Representative Plaintiffs believe that the settlement set forth in the Stipulation confers substantial benefits upon the Settlement Class. Based on their evaluation, counsel for the Representative Plaintiffs have determined that the settlement set forth in the Stipulation is in the best interests of the Representative Plaintiffs and the Settlement Class.

V. DEFENDANTS' STATEMENT AND DENIALS OF WRONGDOING AND LIABILITY

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

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

VI. TERMS OF THE PROPOSED SETTLEMENT

The Defendants have paid or caused to be paid into an escrow account, pursuant to the terms of the Stipulation of Settlement dated as of May 5, 1999 (the "Stipulation"), cash in the amount of \$12,000,000 which has been earning and will continue to earn interest for the benefit of the Settlement Class.

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

VII. PLAN OF ALLOCATION

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

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Representative Plaintiffs' Counsel have consulted with their damage consultants and the Plan of Allocation reflects an assessment of the damages that could have been recovered as well as plaintiffs' counsel's assessment of the likelihood of establishing liability for various periods of the Class.

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

The total of all profits shall be subtracted from the total of all losses from transactions during the Settlement Class Period to determine if a Settlement Class Member has a claim. Only if a Settlement Class Member had a net loss, after all profits from transactions in COHR stock during the Settlement Class Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

In formulating the Plan of Allocation, plaintiffs' counsel have taken into consideration the following factors. Based on their investigation and discovery taken during the case, plaintiffs' counsel concluded that there was a significantly greater likelihood of proving Defendants' liability for the period starting February 12, 1997 and ending April 17, 1998. That period begins with the announcement of the first financial results that COHR ultimately restated (for the period ended December 31, 1996) and ends with the publication of a *Barron's* article raising concerns about COHR's operations. In order to account for the greater likelihood of establishing Defendants' liability for this period, the Plan of Allocation adjusts the claims of Class Members who purchased before and after those respective dates. The Plan of Allocation also takes into account the fact that a portion of the decline in COHR's stock price during the Class Period was arguably attributable to general market factors and therefore may not have been recoverable under the federal securities laws.

A claim will be calculated as follows:

1. For shares of COHR common stock that were *purchased on 2/16/96 through 2/11/97*, and
 - (a) sold prior to 5/13/97, the claim per share is \$0;
 - (b) sold from 5/13/97 through 8/6/97, the claim per share is \$0.86;
 - (c) sold from 8/7/97 through 10/30/97, the claim per share is \$1.391;
 - (d) sold from 10/31/97 through 4/17/98, the claim per share is \$2.141;
 - (e) sold from 4/20/98 through 6/29/98, the claim per share is \$2.578; or
 - (f) retained at the end of 6/29/98, the claim per share is \$2.594.
2. For shares of COHR common stock that were *purchased on 2/12/97 through 5/12/97*, and
 - (a) sold prior to 5/13/97, the claim per share is \$0;
 - (b) sold from 5/13/97 through 8/6/97, the claim per share is \$3.438;
 - (c) sold from 8/7/97 through 10/30/97, the claim per share is \$5.563;
 - (d) sold from 10/31/97 through 4/17/98, the claim per share is \$8.563;
 - (e) sold from 4/20/98 through 6/29/98, the claim per share is \$10.313; or
 - (f) retained at the end of 6/29/98, the claim per share is \$10.375.
3. For shares of COHR common stock that were *purchased on 5/13/97 through 8/6/97*, and
 - (a) sold prior to 8/7/97, the claim per share is \$0;

- (b) sold from 8/7/97 through 10/30/97, the claim per share is \$2.125;
 - (c) sold from 10/31/97 through 4/17/98, the claim per share is \$5.125;
 - (d) sold from 4/20/98 through 6/29/98, the claim per share is \$6.875; or
 - (e) retained at the end of 6/29/98, the claim per share is \$6.937.
4. For shares of COHR common stock that were *purchased on 8/7/97 through 10/30/97*, and
- (a) sold prior to 10/31/97, the claim per share is \$0;
 - (b) sold from 10/31/97 through 4/17/98, the claim per share is \$3.000;
 - (c) sold from 4/20/98 through 6/29/98, the claim per share is \$4.750; or
 - (d) retained at the end of 6/29/98, the claim per share is \$4.810.
5. For shares of COHR common stock that were *purchased on 10/31/97 through 4/17/98*, and
- (a) sold prior to 4/20/98, the claim per share is \$0;
 - (b) sold from 4/20/98 through 6/29/98, the claim per share is \$1.750; or
 - (c) retained at the end of 6/29/98, the claim per share is \$1.812.
6. For shares of COHR common stock that were *purchased on 4/20/98 through 6/29/98*, and
- (a) sold on or prior to 6/29/98, the claim per share is \$0; or
 - (b) retained at the end of 6/29/98, the claim per share is \$0.062.

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

For Settlement Class Members who made multiple purchases or multiple sales during the Settlement Class Period, the earliest subsequent sale shall be matched with the earliest purchase and chronologically thereafter for purposes of the claim calculations.

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

VIII. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT

On April 19, 2000, the Court certified a class, for settlement purposes only. The Settlement Class is defined above. The Class Period was extended beyond the period initially sought when the lawsuits were filed to account for the date COHR published its restated financial results for portions of the Class Period.

IX. PARTICIPATION IN THE CLASS

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

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

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release must be postmarked on or before July 27, 2000, and delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

X. EXCLUSION FROM THE CLASS

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

COHR Securities Litigation
c/o Claims Administrator
Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of COHR common stock made during the Settlement Class Period, including the dates of purchase or sale and the number of shares of COHR common stock

purchased or sold. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE MAY 29, 2000. If you submit a valid and timely request for exclusion, you shall have no rights under the settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment.

XI. DISMISSAL AND RELEASES

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

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

XII. APPLICATION FOR FEES, EXPENSES AND AWARDS

At the Settlement Hearing, counsel for Representative Plaintiffs will request the Court to award attorneys' fees of 25% of the Settlement Fund, plus reimbursement of the expenses, not to exceed \$325,000, which were advanced in connection with the Litigation, plus interest thereon. In addition, the five Representative Plaintiffs will seek compensation of up to \$1,000 each for their time expended and expenses incurred in the Litigation. Settlement Class Members are not personally liable for any such fees, expenses or compensation.

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

XIII. CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of May 4, 1999.

XIV. THE RIGHT TO BE HEARD AT THE HEARING

Any Settlement Class Member who has not validly and timely requested to be excluded from the Settlement Class, and who objects to any aspect of the settlement, the Plan of Allocation, the adequacy of representation by Representative Plaintiffs' Counsel, or the application for attorneys' fees, costs and expenses, may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, received on or before May 26, 2000, by each of the following:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
312 North Spring Street
Los Angeles, CA 90012

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

POMERANTZ HAUDEK BLOCK
GROSSMAN & GROSS LLP
MARC I. GROSS
100 Park Avenue, 26th Floor
New York, NY 10017-5516

MUNGER, TOLLES & OLSON
GEORGE GARVEY
355 South Grand Avenue
35th Floor
Los Angeles, CA 90071

Attorneys for Plaintiffs

Attorneys for Certain Defendants

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

XV. SPECIAL NOTICE TO NOMINEES

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

COHR Securities Litigation
c/o Claims Administrator
Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

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

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

XVI. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation. For full details of the matters discussed in this Notice, you may review the Stipulation filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States Courthouse, Central District of California, Western Division, 312 North Spring Street, Los Angeles, California.

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

MILBERG WEISS BERSHAD
HYNES & LERACH LLP
WILLIAM S. LERACH
KEITH F. PARK
600 West Broadway, Suite 1800
San Diego, CA 92101

POMERANTZ HAUDEK BLOCK
GROSSMAN & GROSS LLP
MARC I. GROSS
100 Park Avenue, 26th Floor
New York, NY 10017-5516

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: April 19, 2000

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA,
WESTERN DIVISION