

BEVERLY J. DENNIS, On Behalf of Herself and All	§
Others Similarly Situated,	§ IN THE DISTRICT COURT OF
	§
Plaintiffs,	§
	§ TRAVIS COUNTY, T E X A S
vs.	§
	§
METROMAIL CORPORATION, et al.,	§ 200th JUDICIAL DISTRICT
	§
Defendants.	§

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING

TO: ALL PERSONS WHO COMPLETED QUESTIONNAIRES INCLUDED IN METROMAIL CONSUMER SURVEYS FROM JANUARY 1, 1993 THROUGH DECEMBER 31, 1994, AND WHOSE PERSONAL INFORMATION, IN TURN, WAS PROVIDED TO INMATES IN THE TEXAS STATE PRISON SYSTEM FOR PROCESSING.

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 CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO MAKE A CLAIM FOR A RECOVERY FROM THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM FORM ON OR BEFORE MARCH 6, 2000.

This Notice has been sent to you pursuant to Rule 42 of the Texas Rules of Civil Procedure and an Order of the District Court of Travis County, Texas (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. The terms of the settlement are described in detail at pages 4 – 6 hereof. 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.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A Settlement Hearing (the "Settlement Hearing") will be held on November 8, 1999, at 2:00 p.m., before the Honorable Paul Davis, Judge of the District Court, at the Travis County Courthouse, 1000 Guadalupe, Austin, Texas 78701. The purpose of the Settlement Hearing will be to determine whether the settlement should be approved as fair, just, reasonable and adequate and 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. NATURE OF THE CASE

This action (the "Petition") was filed in the District Court of Travis County, Texas on April 18, 1996.

This is a consumer class action against Metromail, Donnelley and CIDS (defined below) on behalf of a nationwide class of consumers who, according to the Petition, completed and returned questionnaires included in Metromail consumer surveys from January 1, 1993 through December 31, 1994 in order to receive promised free coupons and product samples, only to have their personal information provided by the Defendants to inmates in Texas prisons for processing, for the Defendants' commercial profit and without the consumers' knowledge or consent.

The Petition maintains that it is wrongful, among other things: (a) to use prisoners to process the personal and private information of consumers without their knowledge or consent; (b) to extract such information from consumers under false and misleading pretenses and to sell for profit such information without consumers' knowledge or consent; (c) to disclose such information to persons to whom the consumers have not consented be given such information; and (d) to use such information for purposes beyond the specific and limited purposes for which the information was provided.

The Petition alleges that the Defendants' conduct constitutes fraud, negligent misrepresentation, invasion of privacy, negligent invasion of privacy, negligence, gross negligence, negligent entrustment, breach of implied contract, and unjust enrichment. As relief, the Petition seeks: (i) to impose significant remedial measures on the Defendants regarding the manner in which they obtain, process

and use information from consumers; and (ii) monetary damages.

III. CLAIMS OF THE REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLEMENT

The Representative Plaintiffs believe that the claims asserted in the Petition have merit and that the evidence developed to date in the litigation supports the claims asserted. The Representative Plaintiffs assert and believe they would present supporting evidence at trial: (i) that Metromail and Donnelley used deceptive consumer surveys to induce a vast number of consumers to provide detailed personal and private information; (ii) that these surveys offered free discount coupons and samples of consumer goods to those who completed the questionnaires included in the surveys; (iii) that through this scheme, Metromail and Donnelley were able to acquire a vast amount of consumers' personal information that is highly valuable to Metromail's consumer information services business; (iv) that though consumers were led to believe that they were providing their personal information solely to receive free coupons for and product samples of consumer goods of interest to them, their information actually was sought in order to add to Metromail's huge proprietary consumer information database from which consumer information could be, was, and still is marketed and sold to a wide variety of clients without the consumers' knowledge or consent; (v) that the Defendants used Texas inmates and prison facilities to process the information for commercial use, also without the consumers' knowledge or consent; and (vi) that this conduct caused injury.

However, counsel for the Representative Plaintiffs recognize and acknowledge the expense and length and risk of continued proceedings necessary to prosecute the litigation against the Defendants through trial and appeals. Counsel for the Representative Plaintiffs believe that the settlement set forth in the Stipulation, including the significant remedial measures obtained as well as monetary relief, confers substantial benefits upon the 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 Class.

IV. DEFENDANTS' 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 on behalf of the Class. The Defendants have denied and continue to deny, *inter alia*, the allegations that the Metromail consumer surveys were deceptive and fraudulent, that the consumers' information was used for unconsented to purposes, or that consumers have any rights to their information provided in the surveys.

Nonetheless, the Defendants have concluded that further conduct of the case 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 in order to limit further expense, inconvenience and distraction, to dispose of the burden of protracted litigation, and to permit the operation of the Defendants' business without further diversion of the Defendants' executive personnel with respect to matters at issue in the litigation. 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 the settlement of the action is advisable.

1. Definitions

1.1 "Arbitrator" means an independent Arbitrator or Arbitrators who will be mutually agreed upon by the Settling Parties or, in the absence of agreement, designated by the Court, and who will review claims by Claimants pursuant to the Claims Review Process and make determinations as to monetary amounts that should be awarded to Authorized Claimants as set forth in the Stipulation.

1.2 "Authorized Claimant" means any Class Member whose Proof of Claim and Release forms are valid and timely filed and completed and whose claim for recovery has been allowed by the Arbitrator pursuant to the terms of the Stipulation.

1.3 "CIDS" means defendant Computerized Image & Data Systems, Inc.

1.4 "Claimant" means any Class Member who files a Proof of Claim.

1.5 "Claims Review Process" means the procedure set forth in ¶¶2.9-2.18 of this Notice, whereby Claimants submit Proof of Claim forms to the Claims Administrator, such claims are turned over to and reviewed by the Arbitrator (and a Mediator), and Authorized Claimants receive distributions from the Settlement Fund after payment of the claim of plaintiff Beverly Dennis and payment of certain awards to the Representative Plaintiffs.

1.6 "Class" means all Persons who completed questionnaires included in Metromail consumer surveys from January 1, 1993 through December 31, 1994, and whose personal information, in turn, was provided to inmates in the Texas State prison system for processing, excluding those Persons who timely and validly request exclusion from the Class.

1.7 "Class Member" or "Member of the Class" means a Person who falls within the definition of the Class as set forth in ¶1.6.

1.8 "Defendants" means Metromail, Donnelley, and CIDS, including their successors and assigns.

1.9 "Donnelley" means defendant R.R. Donnelley & Sons, Co.

1.10 "Emotional Distress" or "Emotional Distress Claim" is a claim for mental anguish that establishes a substantial disruption in the Claimant's daily routine and a high degree of mental pain and distress that is more than mere worry, anxiety, vexation, embarrassment or anger.

1.11 "Future Claims" means claims by Class Members which resulted from prisoners' access to Metromail consumer survey data and that arise after the Opt-Out Date and therefore, are not Released Claims.

1.12 "Insurer" means Illinois National Insurance Co.

1.13 "Metromail" means defendant Metromail Corporation.

1.14 "Mediator" means an independent Mediator or Mediators who will review claims by Claimants prior to the arbitration pursuant to the Claims Review Process described below, and make determinations, subject to the agreement of the Authorized Claimant and Defendants, as to monetary amounts that should be awarded to Authorized Claimants.

1.15 "Opt-Out Date" means the last day on which Class Members may request to be excluded from the Class; i.e., October 12, 1999.

1.16 "Person" means an individual or his or her legal representative, guardian, trustee, heir, estate, surviving spouse, or assign.

1.17 "Petition" means Plaintiffs' Fifth Amended Class Action Petition for Damages, Injunctive and Other Equitable Relief filed in this case.

1.18 "Plaintiffs' Settlement Counsel" means: The Cuneo Law Group, P.C., Jonathan W. Cuneo, Michael G. Lenett, 317 Massachusetts Ave., N.E., Suite 300, Washington, D.C. 20002, Telephone 202/789-3960; and Milberg Weiss Bershad Hynes & Lerach LLP, Keith F. Park, Patrick J. Coughlin, 600 W. Broadway, Suite 1800, San Diego, California 92101, Telephone, 619/231-1058.

1.19 "Proof of Claim" means a document or documents submitted by a Claimant to support a claim to an award from the Settlement Fund, which shall be substantially in such form and manner, and submitted by March 6, 2000 and shall require written or other documented evidence of an injury or damage the Claimant believes resulted from prisoners' access to Metromail consumer survey data.

1.20 "Related Parties" means each of a Defendant's past or present directors, officers, employees, partners, principals, agents, underwriters, controlling shareholders, any entity in which the Defendant has a controlling interest, attorneys, accountants, auditors, banks, investment banks or investment bankers, advisors, legal representatives, insurers, reinsurers, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, associates, related or affiliated entities, or any trust of which any Defendant is the trustee or settlor or which is for the benefit of any Defendant.

1.21 "Release" means the release of Released Claims against the Released Parties to be given by Class Members and/or to occur by reason of the Judgment.

1.22 "Released Claims" shall collectively mean all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether in contract, tort, equity or otherwise, asserted or that might have been asserted, including, without limitation, claims for fraud, negligent misrepresentation, invasion of privacy, negligent invasion of privacy, negligence, gross negligence, negligent entrustment, breach of implied contract, unjust enrichment, or violations of any state or federal statutes, rules or regulations, by any Class Member against the Released Parties (as defined below) which are based upon or related to the conduct alleged in the Petition and the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Petition or any other forum, based upon, relating to or arising from the facts which were alleged, provided that such claims arose on or before the Opt-Out Date. For purposes of this agreement, a claim shall be deemed to arise when the complained of harm occurs.

1.23 "Released Parties" means each and all of the Defendants and the Insurer and their respective Related Parties.

1.24 "Remedial Measures" means the measures undertaken by Defendants or their Related Parties described below.

1.25 "Representative Plaintiffs" means Beverly Dennis, Robert De Santis, Edward Boslet, Patricia Mendiola, Susan Gonzales, Frenchie Holmes, Debbie Sartain and Cheryl Allander.

1.26 "Representative Plaintiffs' Counsel" means the counsel representing the Representative Plaintiffs.

1.27 "Settlement Fund" means the amount of Fifteen Million Dollars (\$15,000,000), which shall be made available by the Insurer to pay the claims of Authorized Claimants for and on behalf of the Defendants pursuant to the terms of the Stipulation and settlement.

1.28 "Settling Parties" means, collectively, each of the Defendants, the Representative Plaintiffs on behalf of themselves and the members of the Class, and the Insurer.

2. The Settlement

The settlement encompasses both Remedial Measures designed to operate prospectively through certain changes in Metromail's business practices, and compensation for past conduct and Future Claims.

a. Remedial Measures Changes In Business Practices

To address the issues raised in the Petition by Representative Plaintiffs and the Class relating to Metromail's information services business, Metromail has agreed to certain of the Remedial Measures sought in the Petition, as follows:

2.1 No Use of Prison Labor. Metromail and its subsidiaries (a) shall not use prisoners for data entry or processing of their consumer surveys, nor will they knowingly permit any contractor to do so, and (b) shall adopt policies that require appropriate screening of data processing vendors or contractors (including contractual obligations and certification), including data entry personnel, designed to preclude prisoners from securing access to consumer survey data.

2.2 Disclosure of Uses of Data. Metromail and its subsidiaries shall change their consumer survey forms to contain a clear and conspicuous description of all uses which may be made of data provided by the consumer and include a statement that the data will be entered into Metromail's database and supplied to third parties only for such disclosed uses.

2.3 Confidentiality of Data. Metromail shall adopt policies that require appropriate confidentiality protections with respect to its employees of information provided through consumer surveys.

2.4 Other Policies and Practices. Metromail and its subsidiaries shall:

(a) Promptly honor consumers' requests to "opt-out" of direct marketing solicitations based upon information sold by Metromail. To be removed from mailing or telemarketing lists that are generated by Metromail, or to remove your name from reference services, send your complete name (including name variations), mailing address and telephone number (including area code) to: Metromail Consumer Services, 901 West Bond Street, Lincoln, Nebraska 68521; or call: 1-800-228-4571, Ext. 4633. Please specify whether you wish to be removed from mailing lists, telemarketing lists, reference services, or all three;

(b) Comply with all applicable laws and regulations with respect to the collection and dissemination of marketing information; and

(c) Continue Metromail information and privacy policies consistent with Direct Marketing Association guidelines and direct marketing industry guidelines for the collection and dissemination of marketing information.

2.5 Implementation. The provisions of ¶¶2.1-2.4 of the Stipulation, described above, shall be implemented by Metromail and shall continue to apply to Metromail and to any successor-in-interest to Metromail, including without limitation, any purchaser of all or substantially all of the assets of Metromail.

2.6 Consent to Jurisdiction. For a period of five (5) years from the date of final Court approval of the Stipulation, Metromail, its subsidiaries and any successor-in-interest to Metromail shall consent to the jurisdiction of the Court in connection with any injunctive relief to enforce a violation of the terms of ¶¶2.1-2.5 set forth above.

b. Compensatory Measures Notice, the Settlement Fund, the Claims Review Process, Monetary Awards, and Distributions from the Settlement Fund

To address the issues raised in the Petition by Representative Plaintiffs and the Class relating to harm occurring before the Opt-Out Date by reason of the conduct complained of, Defendants and the Insurer have agreed to the following:

2.7 A Settlement Fund of \$15 million shall be maintained by the Insurer for the benefit of Authorized Claimants.

2.8 Metromail and/or the Insurer are paying for the costs of sending Notice and Proof of Claim and Release forms to the Class, including the fees and costs of the Claims Administrator. The costs of notice shall not be paid from the Settlement Fund.

The Claims Review Process

2.9 No later than March 6, 2000, or such other time as may be set by the Court, each Person claiming to be an Authorized Claimant shall submit to the Claims Administrator a completed Proof of Claim and Release which accompanies this Notice, signed under penalty of perjury and supported by such documents as are reasonably available to the Authorized Claimant. Claimants must submit documentary evidence of an injury or damage due to a contact, or Emotional Distress, they believe resulted from prisoners' access to Metromail consumer survey data and describe the resulting injury, damage or Emotional Distress. Except as otherwise ordered by the Court, all Class Members who fail to timely submit a valid Proof of Claim and Release within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments of money from the Settlement Fund pursuant to the Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the settlement, the Releases and the Judgment.

2.10 The amount a Claimant shall be entitled to, if any, shall be determined by the Arbitrator, solely on the basis of the injury or damage suffered by the Claimant and the strength of the claim, by taking into account the severity of the injury or damage suffered, the particular circumstances under which the injury or damage was inflicted, and any other factors the Arbitrator deems appropriate. All decisions of the Arbitrator shall be final and non-appealable and shall be binding on the Settling Parties and the Claimant. The Arbitrator shall be paid by Metromail and/or the Insurer and shall have the authority to conduct such proceedings and gather such evidence as the Arbitrator deems necessary for a fair adjudication of the claim.

2.11 The Claimant and the Defendants shall submit to a preliminary, non-binding neutral mediation procedure prior to any arbitration. If an agreement as to the amount of a claim is reached, that amount shall be the award and the Arbitrator shall be so advised. The claim shall thereafter be paid as provided below. The Mediator shall be paid by Metromail and/or the Insurer.

2.12 Claimants may be represented by counsel of their choice in the Claims Review Process, or, upon request, counsel mutually agreed upon by the Settling Parties shall be provided to any Claimant to assist the Claimant in the Claims Review Process, including completing Proof of Claim and Release forms, arbitration and mediation. In either case, counsel shall be paid by Metromail and/or the Insurer in an amount determined by the Arbitrator or Mediator.

2.13 A Claimant shall be entitled to a monetary award from the Net Settlement Fund if he or she has submitted a timely and valid Proof of Claim and Release and has, in the determination of the Arbitrator, suffered any injury or damage that satisfies the requirements of sub-paragraph (b) below. In implementing the Claims Review Process, the Arbitrator shall:

- (a) Accept an agreement reached through mediation pursuant to ¶2.11 above;
- (b) Allocate an award to a Claimant if he or she determines that the Claimant has submitted a timely and valid Proof of Claim and Release and that sufficient written or other documentary evidence exists that the Claimant has suffered damage or an injury that resulted from prisoners' access to Metromail consumer survey data. In determining whether such evidence exists, the following rules shall apply: (1) if the Claimant's claim arises due to a contact resulting from prisoners' access to Metromail consumer survey data the Claimant must submit: (a) documentary evidence of such contact; and (b) documentary evidence that a prisoner who was incarcerated in the Texas prison system at any time during the period January 1, 1993 to December 31, 1994 was a contributing cause of the Claimant's injury or damage; (2) if the Claimant's claim does not arise due to such a contact, the Claimant must submit written or other documentary evidence of the nature, duration, and severity of mental anguish that establishes a substantial disruption in the Claimant's daily routine and a high degree of mental pain and distress that is more than mere worry, anxiety, vexation, embarrassment, or anger, and the Arbitrator shall take into account the extent to which such injury or damage was the result of Defendants' conduct; and
- (c) Determine the amount of a Claimant's award solely on the basis of the injury or damage suffered by the Claimant and the strength of the claim, by taking into account the severity of the injury or damage suffered, the particular circumstances under which the injury or damage was inflicted, and any other factors the Arbitrator deems appropriate. No punitive damages shall be awarded by the Arbitrator. In the event the total amount of the awards exceeds the Net Settlement Fund, the Arbitrator shall prorate the amounts of the awards over the remaining balance in the Settlement Fund.

2.14 As provided in ¶1.11 above, Future Claims are not Released Claims and shall not be paid out of the Settlement Fund.

2.15 Metromail shall carry insurance to pay Future Claims arising out of the conduct alleged in the Petition for at least five (5) years from the Effective Date.

2.16 If a Class Member submits a Future Claim, such Class Member may, at his or her option, submit such claim to the Claims Review Process set forth in ¶¶2.9-2.13. In such event, at the conclusion of the Claims Review Process, the Class Member shall be deemed to have provided a release of that Future Claim on the same terms and conditions as provided in ¶1.22.

2.17 Any award to a Class Member based on a Future Claim, whether determined by the Arbitrator pursuant to the Claims Review Process or otherwise by a court or a settlement, shall be paid from the insurance provided for in ¶2.15.

2.18 On the date that is five (5) years from the Opt-Out Date, and except as otherwise permitted by law, no further Future Claims may be submitted for payment, but pending claims shall continue to be processed and paid until their conclusion.

3. Representative Plaintiffs' Counsel's Attorneys' Fees And Reimbursement Of Expenses

Defendants and/or the Insurer have agreed to pay Plaintiffs' Settlement Counsel Seven Million Dollars (\$7,000,000) for the attorneys' fees and expenses of the Representative Plaintiffs' Counsel, plus interest. Such amount shall not be paid from the Settlement Fund, but shall be paid separate from and in addition to the Settlement Fund.

V. PARTICIPATION IN THE CLASS

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

If you wish to remain a Class Member, you need do nothing other than timely file a Proof of Claim and Release form if you wish to participate in the distribution of the Settlement Fund. Your interests will be represented by plaintiffs' counsel.

TO PARTICIPATE IN THE DISTRIBUTION OF THE 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 form must be postmarked on or before March 6, 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 Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Final Judgment.

VI. EXCLUSION FROM THE CLASS

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

Metromail Litigation
c/o Claims Administrator
Gilardi & Co., LLC
P.O. Box 990
Corte Madera, CA 94976-0990

The request for exclusion must state: (1) your name, address, and telephone number; and (2) that you wish to be excluded from the Settlement Class. **TO BE VALID, A REQUEST FOR EXCLUSION MUST STATE ALL OF THE FOREGOING INFORMATION. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE OCTOBER 12, 1999.** 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 Settlement Fund, and shall not be bound by the Stipulation or the Final Judgment.

VII. DISMISSAL AND RELEASES

If the proposed settlement is approved, the Court will enter a Final Judgment and Order of Dismissal ("Judgment"). The Judgment will dismiss the Released Claims with prejudice as to all Released Parties.

The Judgment will provide that all Settlement Class Members who do not validly and timely request to be excluded from the Class

shall be deemed to have released and forever discharged all Released Claims (to the extent Members of the Class have such claims) against all Released Persons.

VIII. CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events. 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 March 12, 1998, the date before an agreement in principle to settle the litigation was reached.

IX. THE RIGHT TO BE HEARD AT THE HEARING

Any Settlement Class Member who has not validly and timely requested to be excluded from the Class, and who objects to the settlement may appear and be heard at the Settlement Hearing. Any such Person must file a written notice of objection with the Court and deliver a copy on or before October 12, 1999, to each of the following:

THE CUNEO LAW GROUP, P.C.
JONATHAN W. CUNEO
MICHAEL G. LENETT
317 Massachusetts Avenue, N.E.
Suite 300
Washington, D.C. 20002

MILBERG WEISS BERSHAD
HYNES & LERACH LLP
KEITH F. PARK
PATRICK J. COUGHLIN
STEVEN W. PEPICH
600 West Broadway, Suite 1800
San Diego, CA 92101

Attorneys for Plaintiffs

MCGINNIS, LOCHRIDGE & KILGORE, LLP
SHANNON H. RATLIFF
LIN HUGHES
1300 Capitol Center
919 Congress Avenue
Austin, TX 78701

Attorneys for Defendants

VIAL, HAMILTON, KOCH & KNOX, L.L.P.
PAUL D. SCHOONOVER
1717 Main St., Suite 4400
Dallas, TX 75201-7388

D'AMATO & LYNCH
LUKE LYNCH
70 Pine Street
New York, NY 10270

Attorneys for Insurer

The notice of objection must demonstrate the objecting Person's membership in the Class, including the factual basis for his or her claim and contain a statement of the reasons for objection. Only members of the Class who have submitted valid and timely written notices of objection in this manner will be entitled to be heard at the Settlement Hearing.

X. 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 desire to review the Stipulation filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, Travis County Courthouse, 1000 Guadalupe, Austin, Texas.

If you have questions regarding the settlement or your right to participate in the settlement you may call or write to the Claims Administrator at:

Gilardi & Co., LLC

P.O. Box 990
Corte Madera, CA 94976-0990
Telephone: 800-893-7071
FAX: 415/461-0412
E-Mail Address: <http://www.metromailitigation.com>

or by writing Plaintiffs' Settlement Counsel:

THE CUNEO LAW GROUP, P.C.
MICHAEL LENETT
317 Massachusetts Avenue, N.E.
Suite 300
Washington, D.C. 20002

MILBERG WEISS BERSHAD
HYNES & LERACH LLP
KEITH F. PARK
PATRICK J. COUGHLIN
STEVEN W. PEPICH
600 West Broadway, Suite 1800
San Diego, CA 92101

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: July 7, 1999

BY ORDER OF THE DISTRICT COURT
FOR TRAVIS COUNTY, TEXAS