

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT, IN
AND FOR HILLSBOROUGH COUNTY, FLORIDA

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)
MICHAEL JIANNARAS, Individually and On)
Behalf of All Others Similarly Situated,)
)
)
Plaintiff,)
) Case No. 09-CA-027950
)
vs.)
)
)
SWITCH & DATA FACILITIES COMPANY, INC.,)
KATHLEEN EARLEY, GEORGE KELLY, WILLIAM)
LUBY, ARTHUR MATIN, KEITH OLSEN, G.)
MICHAEL SIEVERT, MICHAEL SILECK, M. ALEX)
WHITE, SUNDANCE ACQUISITION)
CORPORATION AND EQUINIX, INC.)
)
)
Defendants.)
)
)
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NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING ON PROPOSED SETTLEMENT

TO: ALL PERSONS OR ENTITIES WHO WERE RECORD OR BENEFICIAL OWNERS OF COMMON STOCK OF SWITCH & DATA FACILITIES COMPANY, INC. (TOGETHER WITH ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, DIVISIONS AND AFFILIATES, THE "COMPANY") ON OCTOBER 21, 2009 AND HELD SUCH SHARES THROUGH AND INCLUDING THE CLOSING DATE OF THE MERGER.

THIS NOTICE WAS SENT TO YOU BY ORDER OF THE COURT. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS ACTION. IF YOU ARE A CLASS MEMBER, YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION, AND THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT DESCRIBED BELOW.

IF YOU HELD COMMON STOCK OF THE COMPANY FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO THE BENEFICIAL OWNER.

This Notice is not a lawsuit against you, you are not being sued. You have received this Notice because you may be a member of the settlement class described in this Notice.

I. PURPOSE OF THIS NOTICE

This Notice of Pendency and Proposed Settlement of Class Action and Hearing on Proposed Settlement (the "Notice") is given pursuant to an Order of the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida (the "Court") entered in the above-captioned action (the "Action") on May 7, 2010 (the "Order for Notice and Scheduling of Hearing on Settlement"). The terms and conditions of the settlement (the "Settlement") are embodied in a Stipulation of Settlement and Release (the "Stipulation") entered into on March 22, 2010, by and between: (i) Plaintiff Michael Jiannaras, and Plaintiffs David Gibbs and Broadbased Equities (plaintiffs in two other actions described below) (collectively, the "Plaintiffs"), each on their own behalf and on behalf of a putative class of holders and owners of common stock of the Company; and (ii) Defendants Keith Olsen, William Luby, Kathleen Earley, George Kelly, Arthur Matin, G. Michael Sievert, Michael Sileck, M. Alex White, the Company and Equinix, Inc. (together with its predecessors, successors, parents, subsidiaries, divisions and affiliates, including but not limited to Sundance Acquisition Corporation., "Equinix") (collectively, the "Defendants," and together with the Plaintiffs, the "Parties"). The purpose of this Notice is to

inform you of (i) the pendency and proposed Settlement of the Action by means of the Stipulation, (ii) the Court's conditional certification of a class for purposes of the Settlement, and (iii) your right to participate in a hearing to be held on August 9, 2010 at 1:45 p.m. (the "Settlement Hearing"), before the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, George E. Edgecomb Courthouse, 800 E. Twiggs Street, Tampa, FL 33602 to: (i) determine whether, for settlement purposes only, the Court's conditional certification of the Settlement Class (as defined below), pursuant to Rules 1.220(a), (b)(1) and (b)(2) of the Florida Rules of Civil Procedure (the "Florida Rules"), should be made final; (ii) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable and adequate; (iii) determine whether judgment should be entered pursuant to the Stipulation dismissing the Action with prejudice; and (iv) hear and determine other matters relating to the proposed Settlement.

The Court has determined that for purposes of the Settlement only, the Action shall be conditionally maintained as a class action pursuant to Rule 1.220(a), (b)(1) and (b)(2) of the Florida Rules of Civil Procedure on behalf of a non-opt-out class consisting of all persons or entities who were record or beneficial owners of common stock of the Company (excluding Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any Defendants) on October 21, 2009 and held such shares through and including the closing date of the Merger, including, as to all such holders and all such owners, any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the "Settlement Class," and each member thereof a "Settlement Class Member").

This Notice describes the rights that you may have pursuant to the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, the Parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice on the merits as to all Defendants and releasing claims in accordance with the terms of the Stipulation.

The Court has reserved the right to adjourn the Settlement Hearing, or any portion thereof, without further notice to the Settlement Class other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON THE STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

II. HISTORY AND BACKGROUND OF THE SETTLEMENT

On October 21, 2009, Defendant Switch & Data Facilities Company, Inc. ("Switch & Data" or the "Company"), announced that it had entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among Equinix, Inc. ("Equinix"), Sundance Acquisition Corp. ("Sundance") and the Company, under which Equinix would acquire the Company for 0.19409 shares of Equinix stock or \$19.06 in cash for each share of Switch & Data stock, for a transaction valued at approximately \$689 million (the "Merger").

On November 2, 2009, Plaintiff Michael Jiannaras ("Jiannaras") filed the action captioned *Jiannaras v. Switch & Data Facilities Co., Inc., et al.*, Case No. 09-CA-027950, pending in the Circuit Court in the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida (the "Action").

On October 27, 2009, Plaintiff David Gibbs ("Gibbs") filed the action captioned *Gibbs v. Switch & Data Facilities Co., Inc., et al.*, C.A. No. 5027-VCS, pending in the Court of Chancery of the State of Delaware (the "Delaware Action").

On November 25, 2009, the Defendants filed a Registration Statement on Form S-4 (the "Proxy Statement") with the U.S. Securities and Exchange Commission (the "SEC") with the intent of soliciting shareholder approval of the Merger Agreement.

On December 7, 2009, Plaintiff Broadbased Equities ("Broadbased") (collectively with Plaintiffs Jiannaras and Gibbs, the "Plaintiffs") filed the action captioned *Broadbased Equities v. Keith Olsen, et al.*, Case No: 8:09-CV-2473-T-26TBM (the "Federal Action") which challenged, among other things, the disclosures made in the Proxy Statement.

The Action, the Delaware Action and the Federal Action (collectively the "Actions") were brought on behalf of a proposed class of shareholders of Switch & Data against Kathleen Earley, George Kelly, William Luby, Arthur Matin, Keith Olsen, G. Michael Sievert, Michael Sileck, M. Alex White, Switch & Data, Sundance, and Equinix.

Defendants have produced hundreds of pages of non-public documents in response to discovery requests served by Plaintiffs (the "Defendants' Document Production"), and Plaintiffs have additionally reviewed thousands of pages of public documents regarding the Merger and the Merger Agreement.

On December 16, 2009, counsel for Jiannaras, following, among other things, review of the documents produced pursuant to Defendants' Document Production, sent a letter to counsel for Defendants demanding, among other things, additional disclosures that Jiannaras and Gibbs would want Defendants to promptly make in consideration for any settlement of the Action and the Delaware Action (the "Jiannaras Demand Letter").

On December 17, 2009, Jiannaras filed a First Amended Direct Shareholder Class Action Complaint Based Upon Self Dealing and Breach of Fiduciary Duty in the Action which challenged, among other things, the disclosures made in the Proxy Statement.

Following, among other things, review of the documents produced pursuant to Defendants' Document Production, on or about December 18, 2009, counsel for Broadbased sent a letter to counsel for Defendants listing the additional disclosures (in addition to the disclosures set forth in its complaint filed in the Federal Action) that Broadbased would want Defendants to promptly make in consideration for any settlement of the Federal Action (the "Broadbased Demand Letter").

On December 21, 2009, Defendants filed Amendment No. 1 to the Registration Statement on Form S-4 with the SEC (the "Amended Proxy Statement"), describing the Merger and providing notice that a special meeting had been scheduled to be held on January 29, 2010, with regard to the approval of the Merger Agreement by the shareholders of Switch & Data.

The Board of Directors of Switch & Data recommended in the Amended Proxy Statement that the shareholders of Switch & Data vote "FOR" the approval of the Merger Agreement.

Plaintiffs' Counsel and Defendants' Counsel had numerous discussions regarding the disclosures in the Proxy Statement and the Amended Proxy Statement.

After extensive negotiations, the Parties reached an agreement in principle, memorialized in a Memorandum of Understanding dated January 19, 2010 (the "MOU"), providing for the settlement of the Actions between and among Plaintiffs, on behalf of themselves and the Settlement Class and Defendants. Pursuant to the settlement, Switch & Data and Equinix agreed to, and did, make certain additional disclosures, which disclosures addressed all of the changes sought in the Actions, the Jiannaras Demand Letter and the Broadbased Demand Letter, regarding the Merger Agreement (the "Disclosures") through a current report on Form 8-K (the "8-K") filed with the SEC on or about January 19, 2010. Switch & Data also issued a press release on a national wire service announcing the filing of the 8-K that same day.

On or about January 29, 2010 Equinix and Switch & Data announced that Switch & Data stockholders had voted to approve the Merger with more than 99% of votes in favor of the Merger, and that the holders of more than 85% of Switch and Data's outstanding common stock participated in the vote.

The Parties have engaged in discovery to confirm the fairness of their settlement, pursuant to which Plaintiffs' Counsel reviewed hundreds of pages of documents produced by defendants and Raymond James & Associates, Inc. ("Raymond James") – Switch & Data's financial advisor – and on February 18, 2010 and February 19, 2010 respectively, took the depositions of defendant William K. Luby, Chairman of the Company's Board of Directors and Peter Lombard, a representative of Piper Jaffray & Co. Inc., the financial advisor that assisted the Company's Board of Directors in connection with the process leading to the Merger.

III. THE PROPOSED SETTLEMENT

In consideration for the settlement and dismissal with prejudice of the Actions and the releases provided herein, the Company and Equinix agreed to make and made additional disclosures in an 8-K filed with the SEC on or about January 19, 2010. Those additional disclosures addressed all of the changes sought in the Actions, the Jiannaras Demand Letter and the Broadbased Demand Letter. Contemporaneously with the filing of the 8-K, the Company also issued a press release on a national wire service announcing the filing of the 8-K.

Without admitting any wrongdoing, and specifically denying such, Defendants have acknowledged in the Stipulation that the filing and prosecution of the Actions and discussions with Plaintiffs' Counsel were the sole causes of the supplemental disclosures reflected in the 8-K.

Defendants have also agreed that all costs and expenses incurred in providing this Notice to the Settlement Class Members are being paid by Switch & Data (or its insurer) and Equinix.

The full terms of the Settlement are set forth in the Stipulation.

If you are a Settlement Class Member, you (1) will be bound by any judgment entered in this Action whether or not you actually receive this Notice; and (2) may not opt out of the Settlement Class.

IV. ORDER AND FINAL JUDGMENT

At the Settlement Hearing, the Parties will ask the Court to enter an Order and Final Judgment which will, among other things:

- a. approve the Settlement pursuant to the Florida Rules of Civil Procedure;
- b. authorize and direct performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation and enforcement of the Settlement;
- c. make final the Court's previous conditional determination to (i) certify the Settlement Class, for settlement purposes only, pursuant to Rules 1.220(a), (b)(1) and (b)(2) of the Florida Rules of Civil Procedure, and (ii) designate the named plaintiff in the Action, Michael Jiannaras, as the representative of the Settlement Class, and his counsel as counsel for the Settlement Class;
- d. grant the releases described more fully below in accordance with the terms of the Stipulation;
- e. permanently bar and enjoin the Plaintiffs and all Settlement Class Members from asserting, commencing, prosecuting or continuing, either directly, indirectly, individually, representatively, or in any other capacity, any action in any court asserting any of the Settled Claims (as defined below) as against any and all Released Persons (as defined below);
- f. dismiss the Action with prejudice; and
- g. reserve jurisdiction over all matters relating to the administration, effectuation and enforcement of the Settlement.

V. RELEASES

The Stipulation provides that, as of the date when the Court's Order and Final Judgment approving the Settlement is finally affirmed on appeal or is no longer subject to appeal ("Final Court Approval," and the date thereof the "Effective Date"), Plaintiffs and any or all members of the Putative Class and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, partnerships, principals, limited liability companies, members, attorneys, bankers, consultants, trustees, insurers, co-insurers, reinsurers, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, and any other representatives of any of these persons or entities (the "Releasing Parties"), shall fully, finally, and forever release and discharge Defendants and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, partnerships, principals, limited liability companies, members, attorneys, bankers, consultants, trustees, insurers, co-insurers, reinsurers, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, and any other representatives of any of these persons or entities (the "Released Parties") from all rights, actions, causes of action, suits, debts, dues, sums of money, accounts, liabilities, losses, obligations, fees, costs, reckonings, bonds, bills, specialties, controversies, agreements, contracts, variances, trespasses, damages, judgments, extensions, executions, claims, and demands whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, that have been, could have been, or in the future could be or might be asserted, by or on behalf of the Releasing Parties, including, without limitation, any claims, whether individual, class, direct, derivative, representative, legal, equitable or in any other capacity, arising under federal statutory or common law, state statutory or common law, local statutory or common law, or any law, rule or regulation, including the law of any jurisdiction outside the United States (including allegations of fraud, fraud in the inducement, breach of the duty of care, breach of the duty of loyalty, breach of the duty of disclosure, breach of any other duty, misrepresentation or

omission, negligence or gross negligence, "quasi-appraisal," breach of contract, breach of trust, corporate waste, ultra vires actions, unjust enrichment, aiding and abetting, violations of federal or state securities law, or otherwise), that relate in any way to (i) the Merger Agreement or the Merger or any amendment thereto; (ii) the fiduciary and other duties owed by Defendants and the Released Parties to shareholders of Switch & Data in connection therewith; (iii) Defendants' disclosure obligations under federal, state or any other law in connection with the Merger Agreement or the Merger; (iv) the adequacy of the consideration to be paid to Switch & Data shareholders in connection with the Merger or any amendment thereto; (v) the negotiations in connection with the Merger Agreement, or any amendment thereto, including any alleged deal protection devices, (vi) the alleged aiding and abetting of any breach of fiduciary duty in connection with the Merger Agreement or the Merger; (vii) any alleged improper personal benefit, conflict of interest, improper payments of any remuneration or employment benefits to any individual made in connection with the Merger Agreement or the Merger; (viii) the allegations in the Actions; (ix) this litigation; or (x) any other claim related in any way to any of the foregoing whether or not such Released Parties were named, served with process, or appeared in the Actions; provided however, that the Released Claims shall not include properly perfected claims for appraisal pursuant to Section 262 of the Delaware General Corporation Law (8 Del. C. § 262) or claims by the parties to enforce the terms of the Stipulation.

The Stipulation also provides that, upon the Effective Date, the Released Parties completely release all claims relating to the subject matter of the Actions that they have or may have against Plaintiffs, Plaintiffs' Counsel and the Class, including any claims based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the Actions, provided, however, that the Released Parties shall retain the right to enforce the terms of the Stipulation.

The releases contemplated by the Stipulation shall extend to claims that the Releasing Parties and Released Parties do not know or suspect to exist at the time of the release, which if known, might have affected the Releasing Parties' or Released Parties' decision to enter into the release. The Releasing Parties and Released Parties shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties and Released Parties shall be deemed to waive 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 or equivalent to Section 1542 of the California Civil Code.

VI. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS, INCLUDING BROKERS AND OTHER NOMINEES

The Court has ordered that record holders of shares of the Company included in the Settlement Class who held such shares for the benefit of others (including, for example, brokerage firms and banks), on October 21, 2009 through and including the closing date of the Merger, must (i) send this Notice to all of their respective beneficial owners of such shares within ten (10) days after receipt of the Notice, or (ii) send a list of the names and addresses of such beneficial owners to Gilardi & Company, LLC (the "Notice Administrator") within five (5) days of receipt of the Notice:

Switch & Data Facilities Company, Inc. Shareholder Litigation
Notice Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990
1-866-210-7371

If you are such a record holder and you choose to mail the Notice yourself, you may obtain from the Notice Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing, by requesting such copies at the address listed above. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate, itemized documentation to the Notice Administrator at the address listed above.

VII. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND EXPENSES

Defendants have acknowledged that Plaintiffs' Counsel in the Actions have a claim for attorneys' fees and reimbursement of expenses based upon the benefits that the Settlement has and will provide to the Settlement Class. Rather than requiring you or the other Settlement Class Members to pay these fees, and rather than continuing to litigate this issue, the Parties (after negotiating the other elements of the Settlement) agreed that, subject to Final Court Approval of the Settlement, Defendants (or their successor(s) in interest or their insurers if applicable) will cause to be paid to Plaintiffs' Counsel the sum of \$900,000 in the aggregate, in full settlement of this claim for attorneys' fees and expenses. The attorneys' fees and expense award do *not* represent amounts that would otherwise have been paid to you or other Settlement Class Members. In no event shall Defendants pay more than \$900,000 in the aggregate in attorneys' fees and expenses.

VIII. THE SETTLEMENT HEARING

The Settlement Hearing will be held on August 9, 2010 at 1:45 p.m., before the Honorable Richard A. Nielson of the Circuit Court for the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, George E. Edgecomb Courthouse, 800 E. Twiggs Street, Tampa, FL 33602.

IX. YOUR RIGHT TO APPEAR AND OBJECT AT THE SETTLEMENT HEARING

Any Settlement Class Member may, but is not required to, appear at the Settlement Hearing in person or by counsel and be heard in support of, or in opposition to, the Settlement, the entry of the Order and Final Judgment, or any other matter to be considered at the Settlement Hearing. However, no Settlement Class Member shall be heard in opposition to, or entitled to otherwise contest the approval of, the Settlement or the entry of the Order and Final Judgment, or any other matter to be considered at the Settlement Hearing, and no paper or brief submitted by any such Person shall be received or considered by the Court, unless no later than fourteen (14) calendar days before the Settlement Hearing, that Person shall file with the Clerk of the Court, Circuit Court of the Thirteenth Judicial Circuit for Hillsborough County, Florida, George E. Edgecomb Courthouse, 800 E. Twiggs Street, Tampa, FL 33602: (i) a written notice of objection, including a written notice of his, her or its intention to appear if he, she or it intends to do so, (ii) proof of his, her or its ownership of Switch & Data stock as of October 21, 2009, (iii) a written statement of the position he, she or it will assert, (iv) the reasons for his, her or its position, and (v) copies of any papers, briefs or other matter they wish the Court to consider. In addition, such Person must also serve such notice and papers upon the following counsel, such that they are received by such counsel on or before fourteen (14) calendar days before the Settlement Hearing:

Counsel for Plaintiff

Jonathan M. Stein, Esq.
ROBBINS GELLER RUDMAN & DOWD LLP
120 E. Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Telephone: 561/750-3000
Facsimile: 561/750-3364

Attorney for Defendants Switch & Data Facilities Company, Inc., Kathleen Earley, George Kelly, William Luby, Arthur Matin, Keith Olsen, G. Michael Sievert, Michael Sileck, and M. Alex White

Louise McAlpin, Esq.
HOLLAND & KNIGHT, LLP
701 Brickell Avenue, Suite 3000
Miami FL 33131
Telephone: 305/789-7717
Facsimile: 305/789-7799

Attorneys for Sundance Acquisition Corporation and Equinix, Inc.

Sam J. Salario, Esq.
CARLTON FIELDS
4221 West Boy Scout Blvd. Suite 1000
Tampa, FL 33607
Telephone: 813/223-7000
Facsimile: 813/229-4133

-and-

Neal Potischman, Esq.
DAVIS POLK & WARDWELL LLP
1600 El Camino Real
Menlo Park, CA 94025
Telephone: 650/752-2021
Facsimile: 650/752-3621

Such Person shall also file with the Clerk of this Court no later than fourteen (14) calendar days before the Settlement Hearing a proof of service of such notice and papers upon the above-listed counsel. Any Person who fails to object in the manner provided above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection, including any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation, in this or any other action or proceeding, unless otherwise ordered by the Court. Any Settlement Class Member who does not object to the Settlement or any other matter to be considered at the Settlement Hearing need not do anything at this time.

X. EXAMINATION OF PAPERS

This Notice is not all-inclusive. The references in this Notice to the pleadings in this Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of this Action, the claims that have been asserted by Plaintiff Michael Jiannaras, and the terms and conditions of the Settlement, you may refer to the Stipulation and the other papers on file with the Court in this Action. You or your attorney may examine the Court's files during regular business hours of each business day at the office of the Clerk of the Court, Circuit Court of the Thirteenth Judicial Circuit for Hillsborough County, Florida, George E. Edgecomb Courthouse, 800 E. Twiggs Street, Tampa, FL 33602.

IF YOU HAVE ANY QUESTIONS, PLEASE MAKE ALL INQUIRIES TO:

Rick Nelson
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900, San Diego, CA 92101
619/231-1058

PLEASE DO NOT CONTACT THE COURT DIRECTLY

Dated: May 28, 2010

DISTRIBUTED BY ORDER OF THE CIRCUIT
COURT FOR THE THIRTEENTH JUDICIAL
CIRCUIT, IN AND FOR HILLSBOROUGH
COUNTY, FLORIDA

Switch & Data Facilities Company, Inc. Shareholder Litigation
Notice Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

Important Legal Document.

SWITCH