

**IN THE DISTRICT COURT FOR SCOTTS BLUFF COUNTY
NEBRASKA**

CHARLES A. MUHR, et al., On Behalf of Themselves and)	
All Others Similarly Situated,)	Case No. 98 761 H
)	
Plaintiffs,)	
)	
vs.)	
)	
PRICEWATERHOUSECOOPERS LLP,)	
)	
Defendant.)	
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NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

**TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF
TRANSCRIPT INTERNATIONAL, INC. ("TRANSCRIPT") DURING THE PERIOD FROM JANUARY 22,
1997 THROUGH APRIL 24, 1998, INCLUSIVE**

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. 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, IF YOU HAVE NOT ALREADY DONE SO IN CONNECTION WITH THE PARTIAL SETTLEMENT REACHED IN *IN RE TRANSCRIPT INTERNATIONAL SECURITIES LITIGATION*, MASTER FILE NO. 4:98CV3099 (D. NEB.), YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM ON OR BEFORE APRIL 23, 2001.

This Notice has been sent to you pursuant to an Order of the District Court for Scotts Bluff County, Nebraska (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class action litigation (the "Settlement") 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 \$9,750,000 in cash, and any interest that accrues on the fund prior to distribution. This is in addition to the partial settlement reached with Transcript International, Inc. and the Individual Defendants for \$3,850,000 in cash and 4,460,000 shares of Transcript common stock, and a \$2 million settlement reached with Lloyd's of London in an arbitration proceeding.

Representative Plaintiffs and the Defendant do not agree on whether Representative Plaintiffs would prevail on any of their claims at trial or the average amount of damages per share that would be recoverable if Representative Plaintiffs prevailed on each claim asserted. The issues on which the parties disagree include (1) the appropriate economic model for determining the amount by which Transcript's common stock was allegedly artificially inflated (if at all) during the Class Period; (2) the amount by which Transcript 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 Transcript'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 Transcript'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 Transcript's common stock at various times during the Class Period; (6) the extent to which the various allegedly adverse material facts that plaintiffs alleged were omitted influenced (if at all) the trading price of Transcript common stock at various times during the Class Period; and (7) whether the statements made or facts allegedly omitted were material or otherwise actionable.

Representative Plaintiffs' counsel believe that the Settlement is a good recovery and is in the best interests of the Class. 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.

Representative Plaintiffs' counsel have not received any payment for their services in conducting this Litigation on behalf of plaintiffs and the members of the 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 33-1/3% of the Settlement Fund and reimbursement of out-of-pocket expenses not to exceed \$900,000 to be paid from the Settlement Fund.

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 Transcript.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A settlement hearing (the "Settlement Hearing") will be held on March 29, 2001, at 1:30 p.m., before the Honorable Robert O. Hippe, District Court for the County of Scotts Bluff, Scotts Bluff County Courthouse, 1725 10th Street, Gering, Nebraska 69341. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement should be approved as fair, reasonable and adequate to each of the Settling 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 Representative Plaintiffs' counsel for an award of attorneys' fees and expenses should be approved; and (5) whether the Litigation should be dismissed with prejudice with respect to the Defendant. The Court may adjourn or continue the Settlement Hearing without further notice to the Settlement Class.

II. DEFINITIONS USED IN THIS NOTICE

1. "Defendant" means PricewaterhouseCoopers LLP.

2. "Related Parties" means each of the past or present directors, officers, employees, partners, principals, members, agents, and controlling stockholders of PricewaterhouseCoopers LLP and its predecessors, successors, parents, subsidiaries, divisions, joint ventures, any entity in which PricewaterhouseCoopers LLP has or had a controlling interest, attorneys, accountants, auditors, banks, investment banks or investment bankers, advisors, personal or legal representatives, insurers, reinsurers, assigns, related or affiliated entities, or any trust of which the Defendant is the trustee or settlor or which is for the benefit of Defendant.

3. "Released Claims" means and includes any and all claims or causes of action, including "Unknown Claims" as defined below, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that could have been asserted by the Representative Plaintiffs or the Settlement Class Members, or any of them, against the Released Persons based on or related to both the purchase of Transcript stock by the Representative Plaintiffs or the Settlement Class Members during the Settlement Class Period and the facts, transactions, events, occurrences, disclosures, statements, acts or omissions or failures to act which were or could have been alleged in the Litigation or in the Federal Action based upon the matters which were alleged, 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.

4. "Released Persons" means PricewaterhouseCoopers LLP and its Related Parties.

5. "Representative Plaintiffs" means Charles A. Muhr, Barbara J. Muhr, Kenneth Green, Martha Palmer and Steven Swoboda.

6. "Settlement Class Period" or "Class Period" means the period from January 22, 1997 through April 24, 1998, inclusive.

7. "Settlement Class" means all persons (except Transcript, the Defendant, any entity in which Transcript or the Defendant has a controlling interest, and the legal representatives, heirs, successors or assigns of any such excluded party) who purchased or otherwise acquired Transcript common stock during the period from January 22, 1997 through April 24, 1998, inclusive, excluding those persons who timely and validly request exclusion from the Settlement Class pursuant to the instructions contained in this Notice at Section XI.

8. "Transcript" or the "Company" means Transcript International, Inc., and any of its parents, subsidiaries, divisions, affiliates, partners, successors, predecessors, officers, directors, employees or agents.

9. "Unknown Claims" means any Released Claims that 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 request exclusion from or to object to this Settlement. With respect to any and all Released Claims, the Parties have stipulated and agreed that, upon the Effective Date, each of the Representative Plaintiffs shall expressly, and the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, 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.

Each of the Representative Plaintiffs shall have expressly, and the Settlement Class Members shall be deemed to have, and upon the Effective Date and by operation of the Judgment shall have, 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 or equivalent to §1542 of the California Civil Code. Each Representative Plaintiff and each Settlement Class Member 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 hereby stipulates and agrees that each Representative Plaintiff does and each Settlement Class Member shall be deemed to have, and upon the Effective Date 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 Settling Parties 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 or about October 20, 1998, the following class action (the "Litigation") was filed in the District Court for Scotts Bluff County, Nebraska (the "Court"): *Muhr, et al. v. PricewaterhouseCoopers LLP*, Case No. 98 761 H.

The Second Amended Class Action Petition in the Litigation asserts claims on behalf of all persons, other than Transcript and Defendant, who purchased or otherwise acquired the common stock of Transcript between January 22, 1997 and April 24, 1998, inclusive. The Second Amended Class Action Petition in the Litigation asserts claims for violation of §11 of the Securities Act of 1933, 15 U.S.C. §77k, Neb. Rev. Stat. §8-1102, fraudulent misrepresentation, negligent misrepresentation, and the Nebraska Consumer Protection Act. The Defendant in the Litigation is PricewaterhouseCoopers LLP.

On March 4, 1999, an amended class action complaint was filed in the United States Court for the District of Nebraska in the matter captioned *In re Transcript International Securities Litigation*, Master File No. 4:98CV3099, naming PricewaterhouseCoopers LLP as a defendant (the "Federal Action"). The Federal Action asserts claims against PricewaterhouseCoopers LLP arising under the federal securities laws on behalf of the same class and based on the same facts as alleged in this Litigation.

IV. PRETRIAL PROCEEDINGS AND DISCOVERY IN THE LITIGATION

Counsel for the Representative Plaintiffs have conducted a thorough investigation of the claims asserted in the Litigation. This investigation has included, *inter alia*, (a) inspection and analysis of thousands of pages of documents relating to Transcript; (b) conducting the deposition of key PricewaterhouseCoopers LLP personnel; (c) interviews with former employees of Transcript; (d) consultation with experts in accounting and damages; (e) research of the applicable law with respect to the claims asserted in the petitions filed in the Litigation and the potential defenses thereto; and (f) preparation for the trial of this Litigation, which was scheduled to begin on December 4, 2000.

V. 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 in the Litigation supports the claims asserted. However, counsel for the Representative Plaintiffs recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendant through trial and through appeals. 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.

VI. SETTLING DEFENDANT'S STATEMENT AND DENIALS OF WRONGDOING AND LIABILITY

The Defendant has denied and continues to deny each and all of the claims and contentions alleged by the Representative Plaintiffs. The Defendant has further asserted and continues to assert that at all relevant times, it acted properly and professionally performed all services for which it was engaged by Transcript.

Nonetheless, the Defendant has 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 Defendant also has taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation. The Defendant has, therefore, determined that it is desirable and beneficial to it that the Litigation be settled in the manner and on the terms and conditions set forth in the Stipulation.

VII. TERMS OF THE PROPOSED SETTLEMENT

The Defendant has paid into an escrow account, pursuant to the terms of the Stipulation of Settlement dated as of February 6, 2001 (the "Stipulation"), cash in the amount of \$9,750,000 which has been and will continue to earn interest for the benefit of the Settlement Class. A portion of the Settlement Fund will be used for certain administrative expenses, including costs of printing and mailing this Notice, 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 and service awards to the Representative Plaintiffs. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed to Settlement Class Members who submit valid and timely Proof of Claim and Release forms according to the Plan of Allocation described below.

VIII. PLAN OF ALLOCATION

The Net Settlement Fund will be distributed to Settlement Class Members who submit valid, timely Proof of Claim and Release forms ("Authorized Claimants") under this Plan of Allocation. 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 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 to determine if a Settlement Class Member has a claim. Only if a Settlement Class Member had a net loss, after profits from all transactions in Transcript common stock during the Settlement Class Period are subtracted from the total of losses, will such Settlement Class Member be eligible to receive a distribution from the Net Settlement Fund.

A claim will be calculated as follows:

1. For shares of Transcript common stock that were *purchased or otherwise acquired on January 22, 1997 through March 26, 1998*, and
 - (a) sold from January 22, 1997 through March 26, 1998, the claim per share is \$0.00;
 - (b) sold from March 27, 1998 through April 24, 1998, the claim per share is the lesser of: (i) the purchase price less the sales price; or (ii) the purchase price less \$7.00; or
 - (c) retained at the end of April 24, 1998, the claim per share is the purchase price less \$7.00.
2. For shares of Transcript common stock that were *purchased or otherwise acquired on March 27, 1998 through April 24, 1998*, and
 - (a) sold from March 27, 1998 through April 24, 1998, the claim per share is \$0.00; or
 - (b) retained at the end of April 24, 1998, the claim per share is the purchase price less \$7.00.

The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date.

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.

IX. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT

On February 12, 2001, the Court certified a Class for settlement purposes only. The Settlement Class is defined above.

X. PARTICIPATION IN THE CLASS

If you fall within the definition of the Class, you will remain a Settlement Class Member unless you elect to be excluded from the Class. If you choose, you may enter a legal appearance individually or through your own counsel at your own expense. Otherwise, your interests will be represented by Representative Plaintiffs' counsel. 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 and whether or not you receive a distribution from the Net Settlement Fund. To participate in the distribution of the Net Settlement Fund, you must timely file a Proof of Claim and Release form.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, IF YOU HAVE NOT ALREADY DONE SO, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT YOU PREVIOUSLY RECEIVED IN CONNECTION WITH THE PARTIAL SETTLEMENT REACHED IN *IN RE TRANSCRIPT INTERNATIONAL SECURITIES LITIGATION*, MASTER FILE NO. 4:98CV3099 (D. NEB.). IF YOU HAVE PREVIOUSLY RETURNED A PROOF OF CLAIM AND RELEASE, YOU NEED NOT DO SO AGAIN. The Proof of Claim and Release must be postmarked on or before April 23, 2001, 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.

XI. EXCLUSION FROM THE CLASS

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

Transcript Securities Litigation
c/o Claims Administrator
Gilardi & Co. LLC
P.O. Box 5100
Larkspur, CA 94977-5100

The request for exclusion must state: (1) your name, address, and telephone number; (2) all purchases and sales of Transcript common stock made during the Settlement Class Period, including the dates, the number of shares of Transcript common stock, and price paid or received per share for each such purchase or sale; and (3) 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 MARCH 19, 2001.** If you submit a valid and timely request for exclusion, you will have no rights under the Settlement, will not share in the distribution of the Net Settlement Fund, and will not be bound by the Stipulation or the Judgment.

XII. 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 the Defendant.

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 against all Released Persons, whether or not they submit a Proof of Claim and Release.

XIII. APPLICATION FOR FEES, EXPENSES AND AWARDS

At the Settlement Hearing, counsel for Representative Plaintiffs will request the Court to award attorneys' fees of 33-1/3% of the Settlement Fund, plus reimbursement of expenses, not to exceed \$900,000, which were advanced in connection with the Litigation, plus interest thereon. Representative Plaintiffs may seek up to \$5,000 each as a service award for their time and expense in prosecuting the Litigation. Settlement Class Members are not personally liable for any fees or expenses.

To date, Representative Plaintiffs' counsel have not received any payment for their services in conducting this Litigation on behalf of 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 Class, and for their risk in undertaking this representation on a contingency basis. If approved by the Court, the fee requested would be within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

XIV. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events set forth in the Stipulation. Those events include entry of the Judgment by the Court, as provided for in the Stipulation, and that Judgment becoming Final. 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 October 31, 2000.

XV. 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, may at the Settlement Hearing comment in support of or in opposition to any aspect of the Settlement, the Plan of Allocation, the adequacy of representation by Plaintiffs' Settlement Counsel, the application for attorneys' fees and expenses or the service awards to the Representative Plaintiffs. Any person who wishes to object to any aspect of the Settlement, the Plan of Allocation, the adequacy of representation by Plaintiffs' Settlement Counsel, or the application for attorneys' fees and expenses must submit a written notice of objection, such that it is received on or before March 19, 2001, to each of the following:

CLERK OF THE COURT
DISTRICT COURT FOR SCOTTS BLUFF COUNTY, NEBRASKA
SCOTTS BLUFF COUNTY COURTHOUSE
1725 10th Street
Gering, Nebraska 69341

Plaintiffs' Counsel

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

THE VAN STEENBERG FIRM
ROBERT G. PAHLKE
ROBERT W. MULLIN
1904 First Avenue
Post Office Box 1204
Scottsbluff, NE 69363

DYER & SHUMAN, LLP
ROBERT J. DYER III
KIP SHUMAN
JEFFREY A. BERENS
801 East 17th Avenue
Denver, CO 80218

- and -

Attorneys for Defendants

KIRKLAND & ELLIS
ROBERT KOPECKY
200 East Randolph Drive
Chicago, IL 60601

The notice of objection must demonstrate the objecting person's membership in the Settlement Class, including the number of Transcript 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.

XVI. SPECIAL NOTICE TO NOMINEES

If you hold any Transcript common stock purchased 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 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 at the following address:

Transcript Securities Litigation
c/o Claims Administrator
Gilardi & Co. LLC
P.O. Box 5100
Larkspur, CA 94977-5100

If you choose to mail the Notice 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 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 documentation.

XVII. 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, District Court for Scotts Bluff County, Nebraska, Scotts Bluff County Courthouse, 1725 10th Street, Gering, Nebraska 69341.

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
KEITH F. PARK
ELLEN GUSIKOFF STEWART
600 West Broadway, Suite 1800
San Diego, CA 92101

THE VAN STEENBERG FIRM
ROBERT G. PAHLKE
ROBERT W. MULLIN
1904 First Avenue
Post Office Box 1204
Scottsbluff, NE 69363

DYER & SHUMAN, LLP
ROBERT J. DYER III
KIP SHUMAN
JEFFREY A. BERENS
801 East 17th Avenue
Denver, CO 80218

**DO NOT TELEPHONE THE COURT OR ANY
REPRESENTATIVE OF TRANSCRIPT REGARDING THIS NOTICE.**

DATED: February 12, 2001

BY ORDER OF THE COURT
DISTRICT COURT FOR SCOTTS BLUFF
COUNTY, NEBRASKA