

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

In re MEDIA VISION TECHNOLOGY)	Master File No.
<u>SECURITIES LITIGATION</u>)	C-94-1015-EFL
))
This Document Relates To:)	<u>CLASS ACTION</u>
))
ALL ACTIONS.))
_____))

NOTICE OF PENDENCY AND PARTIAL SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF MEDIA VISION TECHNOLOGY, INC. ("MEDIA VISION") DURING THE PERIOD BEGINNING NOVEMBER 11, 1992 THROUGH AND INCLUDING MAY 6, 1994, INCLUSIVE:

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE RELATES TO A PROPOSED PARTIAL SETTLEMENT
OF THIS CLASS LITIGATION
AND IF YOU ARE A CLASS MEMBER IT CONTAINS IMPORTANT INFORMATION
AS TO YOUR RIGHTS TO OBTAIN A SHARE OF THE
SETTLEMENT FUND FURTHER DESCRIBED BELOW**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure, and an Order of the United States District Court for the Northern District of California (the "Court") that a partial settlement (the "Settlement") in the amount of One Million Dollars (\$1,000,000) of the captioned litigation (the "Litigation") has been reached by the Settling Parties, which Settlement is subject to approval by the Court, and which, if approved, will result (a) in the creation of the Settlement Fund which shall be disbursed as set forth below; and (b) in the dismissal of the Litigation with prejudice as against the Settling Defendants and Settling Outside Directors and the release of the Released Claims (as defined below).

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted. This Notice is merely to advise you of the pendency of this Litigation, the proposed partial settlement of the Litigation and of your rights thereunder.

I. DEFINITIONS

1. "Defendants" means Paul C. Jain, Russell C. Faust, Steven J. Allan, Michael Humphress, Satish K. Gupta, Daniel B. Gochnauer, James Evans, Montgomery Securities, Inc., Cowen & Company, Coopers & Lybrand and Ernst & Young.
2. "Non-Settling Defendants" means Paul C. Jain, Russell C. Faust, Steven J. Allan, Michael Humphress, Montgomery Securities, Inc., Cowen & Company, Coopers & Lybrand and Ernst & Young.
3. "Non-Settling Parties with Tolling Agreements" means Brentwood Associates, Gray Cary Ware & Freidenrich and Nazem & Company. "Nazem & Company" means and includes Nazem & Associates III, L.P. and Nazem & Company, L.P.
4. "Settlement Class" means all persons who purchased the common stock of Media Vision during the period beginning November 11, 1992 through and including May 6, 1994, and who suffered a loss thereby. Excluded from the class are Defendants, members of the immediate family of any Individual Defendant, any entity in which any Defendant or Media Vision has or had a controlling interest, former directors and officers of Media Vision, Non-Settling Parties with Tolling Agreements, and the legal representatives, heirs, successors, or assigns of any such excluded person or entity. Also excluded from the Settlement Class are those persons who timely and validly request exclusion from the Settlement Class pursuant to the "Notice of Pendency and Partial Settlement of Class Action" to be sent to the Settlement Class.
5. "Settling Defendants" means James Evans, Daniel B. Gochnauer and Satish K. Gupta.
6. "Settling Outside Directors" means G. Bradford Jones, Paul C. Dali and John M. Chowning.

II. THE LITIGATION

On or after March 24, 1994, the following actions were filed in the United States District Court for the Northern District of California (the "Court") as class actions on behalf of persons who purchased Media Vision common stock during a defined period of time.

Weinstein, et al. v. Jain, et al., Case No. 94-1015-EFL;

Andrews, et al. v. Media Vision Technology, et al., Case No. 94-1021-SC;

Robert B. Wilensky, et al. v. Media Vision Technology, et al., Case No. 94-1035-EFL;

Alfred A. Bucu, et al. v. Media Vision Technology, et al., Case No. 94-1071 MHP;

Matthew Purowitz, et al. v. Media Vision Technology, et al., Case No. 94-1085 EFL;

William J. Bing, et al. v. Media Vision Technology, et al., Case No. 94-1062 BAC;

Joseph Jacobs, et al. v. Media Vision Technology, et al., Case No. 94-1045 SC;

Albert R. Nagao, et al. v. Paul C. Jain, et al., Case No. 94-1017 CAL;

Jose Anthony, et al. v. Paul C. Jain, et al., Case No. 94-1025 BAC;

Roger P. Nelson, et al. v. Paul C. Jain, et al., Case No. 94-1056 SAW;

Dr. John Lorge, et al. v. Paul C. Jain, et al., Case No. 94-1057 CAL;

Jim Winchester, et al. v. Paul C. Jain, et al., Case No. 94-1058 VRW;

Jeff Laverdure, et al. v. Media Vision Technology, et al., Case No. 94-1216 WHO;

Canright v. Jain, et al., Case No. 94-20230 JW;

Miller v. Jain, et al., Case No. 94-1118 DLJ;

Greenbaum v. Jain, et al., Case No. 94-1119 DLJ;

Tong v. Jain, et al., Case No. 94-20231 RMW; and

Coley v. Media Vision, et al., Case No. 94-1162 DLJ

The above listed cases were consolidated as In re Media Vision Technology Securities Litigation, Master File No. C-94-1015-EFL by Stipulation and Order filed May 17, 1994 (the "Class Action").

The operative complaint is the Second Amended Consolidated Complaint which was filed on March 8, 1995 and asserts violations of Sections 11, 12(2) and 15 of the Securities Act of 1933 and Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder (the "Complaint").

On March 28, 1994, a Verified Derivative Complaint entitled Dicicco v. Paul C. Jain, et al., Case No. 94-1053-SAW was filed (the "Derivative Action"). The derivative complaint asserted breach of fiduciary duty, negligence and violation of California Corporations Code §25402 (the "Derivative Claims"). The Derivative Action was coordinated with the Class Action and stayed by a Stipulation and Order dated April 25, 1994.

The Class Action and Derivative Action are referred to herein as the "Litigation."

III. PRETRIAL PROCEEDINGS AND DISCOVERY IN THE LITIGATION

A. Discovery, Investigations And Research

Counsel for the Representative Plaintiffs have conducted extensive discovery and investigation during the prosecution of the Litigation. This discovery and investigation has included, inter alia, (i) inspection and analysis of almost one million pages of documents produced by defendants and non-parties; (ii) consultation with experts; (iii) review of Media Vision's public filings, annual reports and other public statements; and (iv) research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto.

B. Pretrial Motions

Media Vision filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Northern District of California on July 25, 1994. An agreement was reached between the Representative Plaintiffs, the Derivative Plaintiff, Media Vision and the Official Creditors Committee of Media Vision ("Creditors' Committee") wherein the Derivative Claims were assigned to the Representative Plaintiffs upon the occurrence of certain conditions (the "Assignment Agreement"). The Assignment Agreement provides that 10% of any recovery from an insurance source paid on behalf of directors or officers will be paid to the Creditors' Committee.

On October 6, 1994, Settling Defendants filed a motion to dismiss the First Amended Complaint. The remaining defendants in the First Amended Complaint filed answers. After full briefing, the court heard the motion to dismiss on December 7, 1994. The court denied the motion as to Settling Defendant Gupta and granted the motion without prejudice as to Settling Defendants Gochnauer and Evans.

C. Class Certification

On November 10, 1994, plaintiffs filed a motion for class certification. On November 29, 1994, the court approved a Stipulation and Order which provided that plaintiffs' counsel would select four individuals to serve as class representatives and provided a period of time within which Defendants could stipulate to the conditional certification of the Class or file an opposition thereto. Plaintiffs have designated five persons to serve as class representatives. Discovery with respect to class certification is ongoing and thus no class had been certified as of the time this agreement in principle to settle had been reached.

IV. SETTLING DEFENDANTS' AND SETTLING OUTSIDE DIRECTORS' STATEMENT AND DENIALS OF WRONGDOING AND LIABILITY

The Settling Defendants and Settling Outside Directors have denied and continue to deny each and all of the claims and contentions alleged by the Representative Plaintiffs in the Litigation. The Settling Defendants and Settling Outside Directors 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 Settling Defendants and Settling Outside Directors also have denied and continue to deny, inter alia, the allegations that the Representative Plaintiffs or the Settlement Class have suffered damage, that the price of Media Vision common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that the Representative Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Complaint.

Nonetheless, the Settling Defendants and Settling Outside Directors have concluded that the 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 in order to limit further expense, inconvenience and distraction and to dispose of burdensome and protracted litigation. The Settling Defendants and Settling Outside Directors also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation. The Settling Defendants and Settling Outside Directors 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.

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 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 Settling 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 Complaint. Counsel for the Representative Plaintiffs believe that the settlement set forth in the Stipulation confers substantial benefits upon the Settlement Class and each of the Settlement Class Members. 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 and each of the Settlement Class Members.

VI. THE RIGHTS OF SETTLEMENT CLASS MEMBERS

If you are a member of the Settlement Class, you may receive the benefit of and you will be bound by the terms of the proposed Settlement described in Part VII of this Notice, upon approval of the Court.

If you are a member of the Settlement Class, you have the following options:

1. You may do nothing. If you choose this option, you will be included as a member of the Settlement Class and you will be bound by the Judgment described below.

2. If you do not wish to be included in the Class, you may request to be excluded. To do so, you must so state in writing no later than June 23, 1995. You must set forth the name of this Litigation (In re Media Vision Technology Securities Litigation, Master File No. C-94-1015-EFL), your name, address and telephone number, and the name and address of the record owner if different from your own. You must also set forth the number of shares of Media Vision common stock purchased and sold during the Settlement Class Period and the dates and prices of such purchase(s) and sale(s). The exclusion request should be addressed as follows:

Media Vision Securities Litigation
c/o Gilardi & Co.
P.O. Box 5100
Larkspur, California 94977-5100

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST.

If you validly request exclusion from the Settlement Class, (a) you will be excluded from the Settlement Class, (b) you will not be bound by any judgment entered in the Litigation, (c) you will not be precluded, by reason of your decision to request exclusion from the Settlement Class, from otherwise prosecuting an individual claim, if timely, against the Settling Defendants or Settling Outside Directors based on the matters complained of in the Litigation.

3. If you do not request to be excluded from the Settlement Class, you will be bound by any and all determinations or judgments in the Litigation in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Settlement Class; including, without limitation, the Judgment described in Section VII.3, below.

4. If you do not request to be excluded from the Settlement Class, you may object to the Settlement and/or the application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses in the manner set forth below. However, if your objection is rejected you will be bound by the Settlement and the Judgment just as if you had not objected.

5. If you are a member of the Settlement Class, you may, but are not required to, enter an appearance through counsel of your own choosing at your own expense. If you do not do so, you will be represented by Plaintiffs' Settlement Counsel: Milberg Weiss Bershad Hynes & Lerach, Alan Schulman, Joy Ann Bull, 600 W. Broadway, Suite 1800, San Diego, California 92101-5050; Lieff, Cabraser & Heimann, Richard M. Heimann, James M. Finberg, Embarcadero Center West, 275 Battery Street, 28th Floor, San Francisco, California 94111.

VII. THE PROPOSED SETTLEMENT

A proposed partial Settlement has been reached in the Litigation between the Plaintiffs, Settling Defendants and Settling Outside Directors, which is embodied in a Stipulation of Partial Settlement with Evans, Gochnauer, Gupta, Jones, Dali and Chowning (the "Stipulation") dated as of May 1, 1995, on file with the Court. The following description of the proposed Settlement of the Litigation is only a summary and reference is made to the text of the Stipulation, on file with the Court, for a full statement of its provisions:

1. The settlement fund (the "Settlement Fund") consists of One Million Dollars (\$1,000,000).
2. Upon approval of the Settlement by the Court and entry of a judgment that becomes a final judgment and upon satisfaction of the other conditions to the partial settlement, described below, the Settlement Fund will be distributed under the Court's direction, supervision and order(s), as follows:
 - (a) Pursuant to the Assignment Agreement, to pay ten percent (10%) of the Settlement Fund to the Creditors' Committee;
 - (b) To pay all costs and expenses reasonably incurred in connection with providing notice to members of the Settlement Class and locating Settlement Class Members;
 - (c) To pay Representative Plaintiffs' Counsel's fees, expenses and costs, if and to the extent allowed by the Court;
 - (d) To pay all costs and expenses reasonably incurred in connection with the preparation and filing of tax returns and the payment of taxes on the interest earned on the Settlement Fund, including all Taxes and Tax Expenses as defined in the Stipulation;
 - (e) To use, subject to the review of the Court, as much of the balance of the Settlement Fund as is necessary to reimburse Representative Plaintiffs' counsel for the expenses incurred in the further prosecution of the Litigation; and
 - (f) To distribute the balance of the Settlement Fund (the "Net Settlement Fund"), if any remains, to Settlement Class Members who submit valid claims in connection with the distribution of the proceeds of future settlement and/or judgments in this action.
3. If the proposed Settlement is approved by the Court, the Court will enter a judgment (the "Judgment") which will:
 - (a) Dismiss the Litigation as against all the Settling Defendants with prejudice;
 - (b) Adjudge that the Plaintiffs and each Settlement Class Member, except those who both timely and validly request exclusion in accordance with the procedures detailed herein, shall be deemed conclusively to have released the Released Class Claims (described below) against the Settling Defendants and Settling Outside Directors and each and all of their Related Parties (described below). Notwithstanding that the Plaintiffs or any Settlement Class Member may hereafter discover facts in addition to or different from those which the Plaintiffs and Settlement Class Members now know or believe to be true with respect to the Class Action and Released Class Claims or to the subject matter of the release, the Plaintiffs and each Settlement Class Member shall be deemed, upon the Effective Date, to fully, finally and forever settle and release any and all Released Class Claims as against the Settling Defendants and Settling Outside Directors, and each and all of their "Related Parties" (i.e., each of a Person's past or present partners, agents (except does not include securities brokers and dealers), insurers, co-insurers, reinsurers, attorneys, personal or legal representatives, assigns, spouses, heirs, associates, any entity in which a Settling Defendant has a controlling interest, any members of their immediate families, or any trust of which any Settling Defendant is the settlor or which is for the benefit of any Settling Defendant and/or member(s) of his family. Related Parties does not include any of the Non-Settling Defendants, Media Vision and Non-Settling Parties with Tolling Agreements);
 - (c) Bar and permanently enjoin the Plaintiffs and each Settlement Class Member from prosecuting any Released Class Claims against the Settling Defendants and Settling Outside Directors and each and all of their Related Parties; and
 - (d) Reserve jurisdiction, without affecting the finality of the Judgment entered, over:
 - (i) Implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned/accrued thereon;
 - (ii) Disposition of the Settlement Fund;
 - (iii) Hearing and determining Plaintiffs' Counsel's applications for attorneys' fees, costs, interest, and expenses (including fees and costs of experts and/or consultants);
 - (iv) Enforcing and administering the Stipulation, including any releases executed in connection therewith; and
 - (v) Other matters related or ancillary to the foregoing.

As used above, "Released Class Claims" means all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, that have been or could have been asserted in the Class Action by the Representative Plaintiffs or by any Settlement Class Member against the Settling Defendants or Settling Outside Directors based upon or related to both the purchase of Media Vision common stock by the Representative Plaintiffs or a Settlement Class Member during the Settlement Class Period and the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Class Action, based upon the facts which were alleged, provided however that Released Class Claims does not include Claims against Brentwood Associates or Nazem & Company based on acts, inaction or conduct of any of the Settling Outside Directors.

"Unknown Claims," as used in the definition of Released Claims above, means any Released Claim 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 and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly 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.

The Representative Plaintiffs and each of the Settlement Class Members, upon the Effective Date, shall be deemed to have, 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. The Representative Plaintiffs and each of the 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 the Representative Plaintiffs 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.

VIII. NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

Banks, brokerage firms, institutions, and other persons who are nominees who purchased the common stock of Media Vision for the beneficial interest of other persons on any day beginning November 11, 1992 through and including May 6, 1994, inclusive are requested within ten (10) days of receipt of the Notice, (1) to provide Plaintiffs' Settlement Counsel with the names and addresses of such beneficial owners, or (2) to forward copies of this Notice to each such beneficial purchaser and provide Plaintiffs' Settlement Counsel with written confirmation that the notice has been so forwarded. Representative Plaintiffs' Counsel offer to prepay your reasonable expenses of complying with this request upon submission of appropriate documentation. Additional copies of the Notice may be obtained from Plaintiffs' Settlement Counsel for forwarding to such beneficial owners. All such correspondence to Plaintiffs' Settlement Counsel should be addressed as follows:

Media Vision Securities Litigation
c/o Gilardi & Co.
P.O. Box 5100
Larkspur, California 94977-5100

IX. REQUEST FOR ATTORNEYS' FEES AND COSTS AND EXPENSES

The law firms representing the Representative Plaintiffs might apply to the Court, at the conclusion of the hearing described below, for an award of counsel fees of up to one-third of the Settlement Fund plus litigation expenses and disbursements actually incurred, together with interest earned on said sums at the same rate and for the same periods as earned by the Settlement Fund. Such sums as may be granted by the Court will be paid from the Settlement Fund, and Representative Plaintiffs' counsel have reserved the right to make additional applications for fees and expenses incurred.

X. THE FINAL APPROVAL HEARING

A Settlement Hearing will be held before the Honorable Eugene F. Lynch, United States District Judge, United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, California at 10:45 a.m. on July 7, 1995 for the purpose of determining whether the proposed partial settlement is fair, reasonable and adequate and whether it should be approved by the Court and the Litigation dismissed with prejudice as against the Settling Defendants and Settling Outside Directors, and the

Judgment entered, as provided above; and to consider Representative Plaintiffs' counsel's application for attorneys' fees, costs and expenses. The hearing on approval of the Settlement, and on the application for an award of attorneys' fees, costs and expenses may be adjourned from time to time by the Court at the hearing or any adjourned session thereof without further notice.

Any member of the Settlement Class who has not requested exclusion may appear at the hearing to show cause why the proposed partial Settlement should not be approved and the Litigation should not be dismissed with prejudice as against the Settling Defendants and Settling Outside Directors, and/or to present any opposition to the application of Representative Plaintiffs' counsel for attorneys' fees, costs and expenses; provided, however, that no such person shall be heard, unless his, her or its objection or opposition is made in writing and is filed, together with copies of all other papers and briefs to be submitted by him, her or it to the Court at the hearing, with the Court no later than June 23, 1995, and showing due proof of service on:

MILBERG WEISS BERSHAD HYNES & LERACH

WILLIAM S. LERACH

ALAN SCHULMAN

JOY ANN BULL

600 West Broadway, Suite 1800

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Attorneys for Settling Defendants

BROBECK, PHLEGER & HARRISON

TOWER C. SNOW

One Market Plaza

Spear Street Tower

San Francisco, CA 94105

Attorneys for Settling Outside Directors

Any member of the Settlement Class who does not make his, her or its objection or opposition in the manner provided shall be deemed to have waived all objections and opposition to the fairness, reasonableness and adequacy of the proposed partial settlement, and to the request of Representative Plaintiffs' counsel for attorneys' fees, costs and expenses.

XI. EXAMINATION OF PAPERS AND INQUIRIES

For a more detailed statement of the matters involved in this Litigation, reference is made to the pleadings, to the Stipulation of Partial Settlement and to other papers filed in this action, which may be inspected at the Office of the Clerk of the United States District Court, Northern District of California, United States Courthouse, 450 Golden Gate Avenue, San Francisco, California, during business hours of each business day.

Inquiries regarding the Litigation should be addressed as follows:

Media Vision Securities Litigation
c/o Gilardi & Co.
P.O. Box 5100
Larkspur, California 94977-5100

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: May 9, 1995

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Media Vision Securities Litigation
c/o Gilardi & Co.
P.O. Box 5100
Larkspur, California 94977-5100