

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

BARRY BLANK, on behalf of himself and
all others similarly situated,

Plaintiff,

-against-

VICTOR JACOBS, et al.,

Defendants.,

**Civil Action No. 03-CV-2353
(Consolidated No. 03-CV-2111)**

NOTICE OF PENDENCY AND PARTIAL SETTLEMENT OF CLASS ACTION

**TO: ALL PERSONS WHO PURCHASED OR ACQUIRED CLASS A COMMON STOCK OF
ALLOU HEALTH & BEAUTY CARE, INC. (“CLASS A COMMON STOCK”) DURING
THE PERIOD FROM JUNE 22, 1998 THROUGH AND INCLUDING APRIL 9, 2003**

This Notice of Pendency and Partial Settlement of Class Action (the “Notice”) is given pursuant to Rule 23 of the Federal Rules of Civil Procedure to inform you of the proposed partial settlement of the Action (the “Settlement”), as set forth in the Stipulation of Settlement among Lead Plaintiffs and Defendant Mayer Rispler & Company P.C. (“Mayer Rispler”), dated as of July 20, 2009 (the “Stipulation”), on file with the Court and of the hearing (the “Settlement Hearing”) to be held by the United States District Court for the Eastern District of New York (the “Court”) to consider the fairness, reasonableness and adequacy of the Settlement. All capitalized terms not defined prior to their use in this Notice have the meanings set forth in Section VII, below.

I. STATEMENT OF PLAINTIFFS’ RECOVERY

The Settlement will result in the creation of a cash settlement fund in the aggregate principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) plus any interest that may accrue thereon (the “Gross Settlement Fund”), which, subject to deduction for attorneys’ fees, costs and expenses as approved by the Court, will be available for distribution to Settlement Class Members (as defined below). The amount to be paid by Mayer Rispler is in addition to the \$300,000 paid as a result of the previous settlement with Allou’s outside directors, notice of which was previously sent to members of the Class. As described more fully below, the amount of any distribution to Settlement Class Members on a per share basis will depend on future Court proceedings and it is therefore not possible to estimate the amount of any such distribution at the present time. Therefore, Class Members should retain all records relating to their purchases and sales of Allou Common Stock during the Class Period in connection with a future claims process and distribution of settlement funds.

II. STATEMENT OF POTENTIAL OUTCOME

Lead Plaintiffs and Mayer Rispler do not agree on the average amount of damages per share that would have been recoverable from Mayer Rispler if Lead Plaintiffs were to have prevailed on each claim asserted. The issues on which the parties disagree include: (1) whether Mayer Rispler engaged in conduct that would give rise to any liability to the Settlement Class under the federal securities laws, New York common law, or any other laws; (2) whether Mayer Rispler has valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the Class A Common Stock was allegedly artificially inflated (if at all) during the Settlement Class Period; (4) the amount by which the Class A Common Stock was allegedly artificially inflated (if at all) during the Settlement Class Period; (5) the effect of various market forces influencing the trading price of Class A Common Stock at various times during the Settlement Class Period; (6) the extent to which external factors, such as general market conditions, influenced the trading price of Class A Common Stock at various times during the Settlement Class Period; (7) the extent to which the various matters that Lead Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Class A Common Stock at various times during the Settlement Class Period; (8) the extent to which the various allegedly adverse material facts that Lead Plaintiffs alleged were omitted influenced (if at all) the trading price of the Class A Common Stock at various times during the Settlement Class Period; and (9) whether the statements made or facts allegedly omitted were false, material or otherwise actionable under the federal securities or other laws.

III. REASONS FOR SETTLEMENT

Lead Plaintiffs believe that the Settlement is fair, reasonable, and adequate to the Members of the Settlement Class. Lead Plaintiffs and their counsel have reached this conclusion after investigating and considering, among other things, the strengths and weaknesses of the Lead Plaintiffs' claims against Mayer Rispler, Mayer Rispler' defenses to those claims, the uncertainties of this complex litigation, and the benefit provided by the Settlement to the Members of the Settlement Class. Lead Plaintiffs also are mindful of the inherent problems of proof under, and possible defenses to, the violations asserted in the Action. Lead Plaintiffs have also taken into account that other plaintiffs and creditors that are parties to or beneficiaries of the Bankruptcy Stipulation have asserted claims for monetary damages and repayment of debt in amounts substantially in excess of the damages claimed by Lead Plaintiffs and the Class and that the funds available from Mayer Rispler to pay such claims or respond to judgments in those actions are limited. *See* Section VII.

IV. IDENTIFICATION OF ATTORNEYS

Any questions regarding the Settlement should be directed to Counsel for Lead Plaintiffs:

Stephen T. Rodd
Stephanie Amin-Giwner
Abbey Spanier Rodd & Abrams, LLP
212 East 39th Street
New York, New York 10016

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED PARTIAL SETTLEMENT OF THIS ACTION AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT AS FURTHER DESCRIBED BELOW.

EXCLUSION DEADLINE: REQUESTS FOR EXCLUSION MUST BE POSTMARKED NO LATER THAN NOVEMBER 2, 2009. SECURITIES BROKERS AND OTHER NOMINEES: PLEASE SEE THE INSTRUCTIONS IN SECTION XI BELOW.

V. BACKGROUND OF THE LITIGATION

Mayer Rispler was named as a defendant in the Action. Mayer Rispler moved to dismiss the Consolidated Amended Class Action Complaint on the grounds that it failed to allege facts that would sustain a claim that Mayer Rispler engaged in any actionable conduct. On September 20, 2004, the Court granted Mayer Rispler's motion to dismiss but granted Plaintiffs leave to file a Second Consolidated Amended Class Action Complaint. On October 18, 2004, Plaintiffs filed the Second Consolidated Amended Class Action Complaint which Mayer Rispler moved to dismiss. In an Order dated September 30, 2005, the Court granted, in part, and denied, in part, Mayer Rispler's motion to dismiss and ordered Plaintiffs to file a Third Consolidated Amended Class Action Complaint. On September 18, 2006, Plaintiffs filed the Third Consolidated Amended Class Action Complaint (the "Third Amended Complaint") which Mayer Rispler moved to dismiss. On September 30, 2007, the Court granted, in part, and denied, in part, Mayer Rispler's motion. On November 2, 2007, Mayer Rispler filed an answer to the Third Amended Complaint. Plaintiffs' motion for class certification, filed on October 6, 2008, is currently pending before the Court.

VI. BACKGROUND OF THE SETTLEMENT

Counsel for Lead Plaintiffs have conducted an investigation relating to the claims and underlying events alleged in the complaint. Lead Plaintiffs, by their counsel, have conducted arm's-length negotiations with counsel for Mayer Rispler with a view toward settling the issues in dispute and achieving the best result possible consistent with the interests of the Settlement Class.

Based upon their investigation, Lead Plaintiffs have concluded that the terms of the Settlement as set forth in the Stipulation are fair, reasonable, and adequate to Lead Plaintiffs and the Settlement Class, and in the best interest of Lead Plaintiffs and the Settlement Class, and have agreed to settle the Action as to Mayer Rispler pursuant to the terms and provisions of the Stipulation, after considering (1) the benefits that Lead Plaintiffs and the Settlement Class will receive from the Settlement; (2) the attendant risks of litigation; and (3) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation.

Mayer Rispler has denied and continues to deny each and all of the claims and allegations of wrongdoing made by the Lead Plaintiffs in the Action and maintain furthermore that they have meritorious defenses. Mayer Rispler

has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action, and Mayer Rispler vigorously contends that many of the factual allegations relating to Mayer Rispler are materially inaccurate. Mayer Rispler also has denied and continues to deny, *inter alia*, the allegations that Lead Plaintiffs or the Settlement Class Members were harmed by Mayer Rispler's conduct. The Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession by Mayer Rispler with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

Nonetheless, Mayer Rispler has concluded that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. Mayer Rispler also has taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Action. Mayer Rispler has, therefore, determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in the Stipulation.

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 ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PENDENCY OF THE ACTION AND THE PROPOSED PARTIAL SETTLEMENT THEREOF AND OF YOUR RIGHTS IN CONNECTION THEREWITH.

VII. DEFINITIONS

As used in this Notice, the following terms have the meanings specified below. Any capitalized terms not specifically defined in this Notice shall have the meanings set forth for such terms in the Stipulation. In the event of any inconsistency between any definition set forth below or elsewhere in this Notice and any definition set forth in the Stipulation, the definition set forth in the Stipulation shall control.

A. "Action" means the actions brought on behalf of all purchasers (and their beneficiaries) of Class A Common Stock of Allou from June 22, 1998 through April 9, 2003, (excluding Defendants, the officers and directors of Allou, and members of their immediate families or their successors, heirs, and legal representatives), proceeding as a consolidated action captioned *Blank v. Jacobs, et al.*, No. 03-CV-2111 (E.D.N.Y.).

B. "Allou" means Allou Health & Beauty Care, Inc. and all of its past and present parents, subsidiaries, divisions, joint ventures, predecessors, successors, assigns, related or affiliated entities, and any entity in which any of them has a controlling interest.

C. "Authorized Claimant" means any Settlement Class Member who is entitled to a distribution from the Gross Settlement Fund pursuant to the terms of the Stipulation, any Plan of Allocation, or any order of the Court.

D. "Bankruptcy Effective Date" means the Effective Date of the Bankruptcy Stipulation as set forth therein at paragraph 3.

E. "Counsel for Lead Plaintiffs" means Stephen T. Rodd, Stephanie Amin-Giwner, Abbey Spanier Rodd & Abrams, LLP (and any successors thereof), 212 East 39th Street, New York, New York 10016, Telephone (212) 889-3700.

F. "Court" means the United States District Court for the Eastern District of New York.

G. "Defendants" means each and all of the defendants that have been or may be named in the complaint in the Action.

H. "Effective Date" means the first date by which all of the events and conditions specified in ¶17.1 of the Stipulation have occurred and have been met, respectively.

I. "Judgment" means a judgment to be rendered by the Court, substantially in the form attached to the Stipulation as Exhibit A.

J. "Lead Plaintiffs" means REG Partners, LP, and Robert D. Herpst.

K. "Non-Mayer Rispler Defendants" means the defendants other than Mayer Rispler that have been named in the Action.

L. "Non-Settling Defendants" means each and all of the current defendants except Mayer Rispler.

M. "Notice and Claims Administrator" means Berdon Claims Administration, LLC, One Jericho Plaza, Jericho, New York, NY 11753.

N. "Person" means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and any spouses, heirs, predecessors, successors, representatives, or assignees of any of the foregoing.

O. "Plan of Allocation" means any plan or formula of allocation of the Gross Settlement Fund, to be approved by the Court upon further notice to the Settlement Class, whereby the Net Settlement Fund shall in the future be distributed to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation and Mayer Rispler shall have no responsibility or liability with respect thereto.

P. "Proof of Claim and Release" means a form to be sent to Settlement Class Members, upon further order(s) of the Court, by which Settlement Class Members may make claims against the Settlement Fund for damages allegedly incurred by reason of their investment(s) in Class A Common Stock.

Q. "Released Claims" means any and all claims, demands, rights, liabilities and causes of action (including "Unknown Claims" as defined below) of any nature whatsoever asserted under federal, state or local law, including without limitation claims under the Securities Exchange Act of 1934 and the Securities Act of 1933, that Lead Plaintiffs and/or any Settlement Class Member have, had, or may have against Mayer Rispler based on, arising out of, or related to, directly or indirectly, purchases or other acquisitions of Class A Common Stock during the Settlement Class Period and all acts, facts, statements, or omissions that were or could have been alleged in the Action.

R. "Settlement Amount" means the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000).

S. "Settlement Class" means all Persons (and their beneficiaries) who purchased or acquired Class A Common Stock between June 22, 1998 and April 9, 2003, inclusive. Excluded from the Settlement Class are Defendants, the officers and directors of Allou, and members of their immediate families or their successors, heirs, and legal representatives. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class, to the extent that they are able to do so under Rule 23 of the Federal Rules of Civil Procedure, pursuant to this Notice.

T. "Settlement Class Member" or "Member of the Settlement Class" means a Person who falls within the definition of the Settlement Class.

U. "Settlement Class Period" means the period commencing on June 22, 1998 through April 9, 2003, inclusive.

V. "Settling Parties" means, collectively, Mayer Rispler and the Lead Plaintiffs (on behalf of themselves and each of the Settlement Class Members).

W. "Unknown Claims" means any Released Claim that any Lead 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 Mayer Rispler that if known by him, her or it, might have affected his, her or its settlement with and release of Mayer Rispler, or might have affected his, her or its decision not to object to this settlement or not to exclude himself, herself or itself from the Settlement Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived and by operation of the Judgment shall have waived, the provisions, rights and benefits of California Civil Code §1542, which provides:

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

Upon the Effective Date, Lead Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived 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, that is similar, comparable or equivalent to California Civil Code §1542. Lead Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but each Lead Plaintiff shall expressly have, and each Settlement Class Member 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, that 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 that is negligent, reckless, 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. Lead Plaintiffs acknowledge, and the Settlement Class Members shall be deemed to have acknowledged, and by operation of the Judgment shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

VIII. THE SETTLEMENT CLASS

By Order dated August 21, 2009, preliminarily approving the Settlement, the Court certified the Settlement Class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, for the purpose of the Settlement only, and directed that this Notice be given to Members of the Settlement Class. If you fall within the definition of the Settlement Class set forth above at Section VII, paragraph S, then you are a Settlement Class Member.

IX. THE RIGHTS OF SETTLEMENT CLASS MEMBERS

If you are a Settlement Class Member, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in Section X of this Notice, upon final approval of the Settlement by the Court.

If you are a Member of the Settlement Class and if you do not wish to be included in the Settlement Class and do not wish to participate in the Settlement described in this Notice, you may request to be excluded with respect to all Released Claims.

To request to be excluded in accordance with the preceding paragraph, you must send a signed, written request to be excluded, **postmarked no later than November 2, 2009**, and addressed as follows:

Stephen T. Rodd
Stephanie Amin-Giwner
Abbey Spanier Rodd & Abrams, LLP
212 East 39th Street
New York, NY 10016

You must set forth the name of this Action (*Blank v. Jacobs, et al.*, No. 03-CV-2111 (Consolidated)), your name, address and telephone number, and state that you “request exclusion from the Settlement Class in *Blank v. Jacobs, et al.*, No. 03-CV-2111 (Consolidated).” You must also set forth the number and type of shares of Class A Common Stock securities that you purchased and sold during the Settlement Class Period and the prices at which the shares were purchased and sold, along with the name and address of the record owner of such shares if different from your own. **NO PERSON OR ENTITY MAY EXCLUDE HIMSELF, HERSELF, OR ITSELF FROM THE SETTLEMENT CLASS AFTER NOVEMBER 2, 2009.**

If you validly request exclusion from the Settlement Class (1) you will be excluded from the Settlement Class, (2) you will not share in the proceeds of the Settlement described herein, (3) you will not be bound by any judgment entered in the Action insofar as such judgment relates to the Action, and (4) 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 and otherwise valid, against Mayer Rispler based on the matters complained of in the Action. If you are a Settlement Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing at your own expense, provided that such counsel must file an appearance on your behalf on or before November 2, 2009, and must serve copies of such appearance on the attorneys listed in Section XII below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Counsel for Lead Plaintiffs.

X. TERMS OF THE PROPOSED SETTLEMENT

A settlement has been reached in the Action between Lead Plaintiffs and Mayer Rispler, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the Settlement 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.

A. The Settlement Fund

The entire settlement fund (the “Gross Settlement Fund”) consists of the aggregate principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) in cash, plus interest thereon, to be placed into an interest-bearing account. Reasonable costs of this Notice (“Notice and Administrative Costs”) will be paid from funds made available pursuant to the Stipulation of Settlement in the bankruptcy proceeding entitled *In re Allou Distributors, Inc., et al.*, Case No. 03-82321-511 (ESS) (Bankr. E.D.N.Y.) (“Bankruptcy Stipulation”).

After further notice to the Settlement Class and an opportunity to be heard, Counsel for Lead Plaintiffs will seek approval by the Court of a Plan of Allocation that will govern the calculation of Settlement Class Members’ claims against the Gross Settlement Fund. At some time in the future, Settlement Class Members will be sent a Proof of Claim and Release form to establish their claims against the Gross Settlement Fund.

Because of the aggregate amount of damages that Counsel for Lead Plaintiffs assert were suffered by Settlement Class Members, it is not economically feasible to distribute the Gross Settlement Fund to Settlement Class Members at this time. Counsel for Lead Plaintiffs anticipate that such distributions will occur once the Class claims against the remaining defendants are resolved or at such other time as Lead Plaintiffs deem appropriate, subject to approval by the Court.

B. Releases

If the proposed Settlement is approved by the Court, the Court will enter an order (the “Order of Final Judgment and Dismissal”) that will dismiss the Action with prejudice as to Mayer Rispler. In addition, upon the Effective Date, Lead Plaintiffs and each of the Settlement Class Members, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such Lead Plaintiff or Settlement Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Gross Settlement Fund, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against Mayer Rispler and shall have covenanted not to sue Mayer Rispler with respect to all such Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against Mayer Rispler. In addition, subject to certain limitations set forth in the Stipulation, Mayer Rispler will release Lead Plaintiffs, the Settlement Class Members and Counsel for Lead Plaintiffs from any claims relating to the prosecution of the Action. The Court shall retain jurisdiction over the Action, including, without limitation, all matters with respect to implementation and enforcement of the terms of the Stipulation.

XI. NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

Pursuant to an Order of the Court, Banks, brokerage firms, institutions, and other persons who are nominees that purchased Allou Class A Common Stock, CUSIP # 019782101, for the beneficial interest of other persons as of any date from June 22, 1998 through and including April 9, 2003 are to, within ten (10) calendar days of receipt of this Notice, (1) provide the Notice and Claims Administrator with the names and addresses of such beneficial owners, **preferably in an MS Excel data table setting forth: (a) title/registration; (b) street address; (c) city/state/zip; electronically in MS Word or WordPerfect files (label size Avery 5162); or on computer-generated mailing labels;** or (2) forward a copy of this Notice to each such beneficial owner and provide the Notice and Claims Administrator with written confirmation that the Notice has been so forwarded. After submission of appropriate documentation to the Notice and Claims Administrator, your reasonable costs and expenses of complying with this provision will be reimbursed from funds made available pursuant to the Bankruptcy Stipulation. You may submit beneficial owner mailing records or requests for additional copies of this Notice by contacting the Notice and Claims Administrator at:

Allou Securities Litigation
c/o Berdon Claims Administration LLC
P.O. Box 9014
Jericho, NY 11753-8914
Toll-Free Phone: (800) 766-3330
Fax: (516) 931-0810
Website: www.berdonclaims.com

XII. THE SETTLEMENT HEARING

A hearing (the "Settlement Hearing") will be held on November 16, 2009 at 10:00 a.m., before the Honorable Joanna Seybert, United States District Judge, at the United States District Court for the Eastern District of New York, Long island Courthouse, 100 Federal Plaza, Central Islip, New York 11722-4438, for the purpose of determining: (a) whether the Settlement is fair, reasonable and adequate and should be approved by the Court; and (b) whether an Order of Final Judgment and Dismissal, substantially in the form of Exhibit A to the Stipulation, should be entered herein. The Court may adjourn the Settlement Hearing from time to time and without further notice to the Settlement Class.

Any Settlement Class Member who has not requested exclusion may appear at the Settlement Hearing and be heard on or contest any of the foregoing matters; provided, however, that no such person shall be heard unless his, her or its objection is made in writing and is filed with the Court and served on all counsel at the addresses set forth below, together with proof of membership in the Settlement Class and copies of all other papers and briefs to be submitted by him, her or it to the Court at the Settlement Hearing, no later than November 2, 2009, and showing due proof of service on all counsel:

Clerk of the Court
United States District Court
Eastern District of New York
100 federal Plaza
Central Islip, NY 11722-4438

Stephen T. Rodd
Stephanie Amin-Giwner
Abbey Spanier Rodd & Abrams, LLP
212 East 39th Street
New York, NY 10016

Benjamin Zelermyer
Steinberg & Cavaliere, LLP
50 Main Street
White Plains, NY 10606

Counsel for Lead Plaintiffs

Counsel for Mayer Rispler

Unless otherwise ordered by the Court, any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to the foregoing matters.

XIII. EXAMINATION OF PAPERS AND INQUIRIES

This Notice contains only a summary of the terms of the Settlement. For a more detailed statement of the matters involved in the Action, reference is made to the pleadings, to the Stipulation and to other papers filed in this action, which may be inspected at the Office of the Clerk of the United States District Court, at the United States District Court for the Eastern District of New York, Long Island Courthouse, 100 Federal Plaza, Central Islip, New York 11722-4438, during business hours of any business day.

The Notice and the Stipulation can also be viewed on the Notice and Claims Administrator's website at www.berdonclaims.com.

Inquiries regarding the Action should be addressed to Counsel for Lead Plaintiffs at the address set forth above.

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Dated: September 4, 2009

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK