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Lori Bush, John M. Clayton,
L. White Matthews, and Michael Zeher.

16 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
17 **IN AND FOR THE COUNTY OF MARICOPA**

18 FLOYD SCHNEIDER, individually and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 WILLIAM HEMELT, WILLIAM C. EGAN,
23 SAMUEL COWLEY, LORI BUSH, JOHN
24 M. CLAYTON, L. WHITE MATTHEWS,
25 MICHAEL ZEHER, MATRIX
26 INITIATIVES, INC., WONDER HOLDINGS
27 ACQUISITION CORP., and WONDER
28 HOLDINGS, INC.,

Defendants.

Case No. CV2011-050036

CLASS ACTION
Complex Civil Case

**NOTICE AND SCHEDULING OF
HEARING ON APPROVAL OF
SETTLEMENT**

(Assigned to the Hon. Arthur Anderson)

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF MATRIXX INITIATIVES, INC. (“MATRIXX”) COMMON STOCK AT ANY TIME FROM DECEMBER 14, 2010 THROUGH AND INCLUDING FEBRUARY 14, 2011.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF LITIGATION REFERRED TO IN THE ABOVE CAPTIONED ACTION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, WHICH MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS OR ADEQUACY OF THE PROPOSED SETTLEMENT AND FROM PURSUING ANY OF THE SETTLED CLAIMS.

1 **THE PURPOSE OF THIS NOTICE**

2 This Notice of Pendency of Class Action, Preliminary Class Action Determination,
3 Proposed Settlement of Class Action, and Settlement Hearing and Right to Appear (the
4 “Notice”) has been sent to you pursuant to Rule 23 of the Arizona Rules of Civil Procedure
5 and an Order of the Superior Court for the State of Arizona in Maricopa County (the
6 “Court”).

7 The purpose of this Notice is to inform you of a proposed settlement (the
8 “Settlement”) of the above-captioned action (the “Action”) and of a hearing to be held
9 before the Court at the East Court Building, Courtroom 511, 101 W. Jefferson Street,
10 Phoenix, AZ 85003-2243, on December 2, 2011 at 3:00 p.m. (the “Final Approval
11 Hearing”). The purpose of the Final Approval Hearing is to determine: (a) whether, solely
12 for purposes of the Settlement, the Court should certify the Action as a non-opt-out class
13 action; (b) whether the Court should approve the proposed Settlement of the Action;
14 (c) whether the Court should enter final judgment dismissing the claims asserted in the
15 Action on the merits and with prejudice as against Plaintiff Floyd Schneider (“Plaintiff”)
16 and all other members of the Class (defined below); (d) the amount of fees and expenses, if
17 any, that should be awarded to Plaintiff’s attorneys’ for their efforts in bringing about the
18 Settlement; and (e) such other matters as may properly come before the Court.

19 The Court has the right to adjourn the Final Approval Hearing without further
20 notice. The Court also has the right to approve the Settlement with or without
21 modifications, and to enter its final judgment dismissing the Action on the merits and with
22 prejudice and to order the payment of attorneys’ fees and expenses without further notice.

23 **THIS NOTICE SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION**
24 **OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR**
25 **DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF**
26 **THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU**
27 **OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON THE**
28 **PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE**
DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS
LITIGATION.

1 On January 21, 2011, Matrixx filed with the SEC a Schedule 14D-9 summarizing
2 the results of the “go-shop” period that was scheduled to conclude at 11:59 p.m. New York
3 City time on January 22, 2011.

4 On February 2, 2011, Matrixx filed with the SEC a Schedule 14D-9 announcing
5 that H.I.G. had increased its Tender Offer price to \$8.75 per share.

6 The Schedule 14D-9 filed by Matrixx with the SEC, on February 2, 2011,
7 announced that the Tender Offer had been extended from 5:00 p.m. New York City time
8 on January 31, 2011 to 11:59 p.m. New York City time on February 14, 2011.

9 On February 15, 2011, Matrixx filed with the SEC a Schedule 14d-9 disclosing that
10 the Tender Offer at 11:59 p.m., New York City time, on Monday, February 14, 2011, and
11 that it had commenced a subsequent offering period to acquire all remaining untendered
12 shares that would expire at 11:59 p.m., New York City time, on Thursday, February 17,
13 2011.

14 On February 18, 2011, Matrixx filed with the SEC a Schedule 14d-9 disclosing that
15 the subsequent offering period expired at 11:59 p.m., New York City time, on Thursday,
16 February 17, 2011.

17 The Schedule 14d-9 that Matrixx filed with the SEC on February 18, 2011, further
18 disclosed that, on February 18, 2011, pursuant to the terms of the Merger Agreement,
19 Wonder exercised a top-up option to purchase, at a per share price equal to the Tender
20 Offer price, 19,785,355 “Top-Up Shares,” which brought Wonder’s ownership of
21 Matrixx’s common stock, when combined with the shares acquired by Matrixx during the
22 Tender Offer, to more than 90% of the outstanding shares after such purchase.

23 The Schedule 14d-9 that Matrixx filed with the SEC on February 18, 2011, further
24 disclosed that, on February 18, 2011, in accordance with the Merger Agreement, Wonder
25 effected a short-form merger without the need for a meeting of, or any action by, Matrixx’s
26 stockholders and that each outstanding share not tendered in the Tender Offer was
27 converted into the right to receive a cash payment in an amount equal to the Tender Offer
28 price.

1 Plaintiff filed this Action, through Plaintiff's Counsel, challenging, among other
2 things, certain disclosures contained in the Recommendation Statement and requesting that
3 the Court issue a temporary restraining order enjoining the Tender Offer from being
4 completed.

5 Counsel for Matrixx and members of its board of directors (collectively the
6 "Matrixx Defendants") and Plaintiff's Counsel have engaged in arm's-length negotiations
7 concerning a possible settlement of the Action.

8 On or about February 14, 2011, the parties reached an agreement in principle, as set
9 forth in a memorandum of understanding (the "MOU"), providing for the settlement of the
10 Action between and among Plaintiff, on behalf of himself and the putative Class (defined
11 below), and Defendants, on the terms and subject to the conditions described below, all as
12 set forth in the Stipulation of Settlement dated August 11, 2011 (the "Stipulation").

13 **REASONS FOR THE SETTLEMENT**

14 Plaintiff, through his counsel, has undertaken and completed a thorough
15 investigation of the claims and allegations asserted in the Action, which included
16 reviewing public filings and various non-public documents produced by Defendants and
17 the Company's financial advisor and conducting interviews of: (1) Michael Rabin of
18 Sawaya Segalas, Matrixx's financial advisor, and (2) Samuel Cowley, a member of the
19 Company's board of directors.

20 In evaluating the Settlement provided for herein, Plaintiff and Plaintiff's counsel
21 have considered: (i) the benefits to the members of the Class (as defined below) from the
22 Settlement; (ii) the facts developed during discovery; (iii) the attendant risks of continued
23 litigation and the uncertainty of the outcome of the Action; (iv) the probability of success
24 on the merits and the allegations contained in the Action, including the uncertainty relating
25 to the proof of those allegations; (v) the desirability of permitting the Settlement to be
26 consummated as provided by the terms of the Stipulation; and (vi) the conclusion of
27 Plaintiff's counsel that the terms and conditions of the Settlement are fair, reasonable,
28 adequate and in the best interests of Plaintiff and the Class.

1 Defendants, as a group and individually, have at all times denied, and continue to
2 deny, that any further disclosures were needed and that any of them have committed, or
3 have threatened to commit, any wrongful acts or violations of law of any nature
4 whatsoever or have in any way breached any fiduciary or other duty in connection with
5 (i) any of the matters alleged, or which could have been alleged in the Action; (ii) any
6 matter related in any way to the Merger; or (iii) any other aspect of the dealings between or
7 among Matrixx, its Board, and Wonder. The Defendants are entering into the Stipulation
8 solely because the proposed Settlement will eliminate the burden, risk and expense of
9 further litigation.

10 Moreover, all parties recognize the time and expense that would be incurred by
11 further litigation in this matter and the uncertainties inherent in such litigation and agree
12 that the interests of the parties would best be served by a settlement of the litigation herein.

13 **SUMMARY OF THE SETTLEMENT TERMS**

14 The principal terms of the Stipulation are as follows:

15 (a) Defendants agree that the pendency of the Action and the efforts of
16 Plaintiff and Plaintiff's Counsel were among the factors considered by the Matrixx
17 Defendants in connection with their determination to file with the SEC, on January 21,
18 2011, a Schedule 14D-9 summarizing the results of the "go-shop" period. Plaintiff and
19 Plaintiff's Counsel agree that they will not seek additional disclosures as a condition of this
20 Settlement;

21 (b) Matrixx or its successors also agree subject to the terms herein, not to
22 object to Plaintiff's Counsel's request for attorneys' fees and expenses if awarded by the
23 Court as described below;

24 (c) The parties agree to the conditional certification of the Action as a
25 class action pursuant to Arizona Rule of Civil Procedure Rule 23 for settlement purposes
26 only;

1 (d) Plaintiff's Counsel have completed confirmatory discovery and have
2 confirmed their belief that the Settlement is fair, reasonable, adequate, and in the best
3 interest of the Class; and

4 (e) The full terms of the Settlement are set forth in the Stipulation (*see*
5 Scope of This Notice and Further Information, below).

6 **CLASS ACTION DETERMINATION**

7 The Court has ordered that, for purposes of the Settlement only, the Action shall be
8 temporarily maintained as a class action by Plaintiff as Class representative and by his
9 counsel on behalf of the Class, subject to the Court's final approval of the Settlement.

10 **DISMISSAL AND RELEASE OF CLAIMS**

11 The Settlement, broadly speaking, provides for the dismissal and release of any
12 potential claim that any Class member might have against Defendants or their related
13 parties relating to the Merger. More specifically, the Stipulation provides that upon final
14 Court approval of the Settlement, and in consideration of the benefits provided by the
15 Settlement:

16 (a) Upon the Effective Date of the Settlement, as defined in the Stipulation, the
17 Plaintiff and each member of the Class, shall have, fully, finally, and forever released,
18 relinquished, and discharged: (i) all Released Claims against the Released Parties; and
19 (ii) against each and all of the Released Parties, all claims (including Unknown Claims)
20 arising out of, relating to, or in connection with, the defense, settlement, or resolution of
21 the Action or the Released Claims;

22 (b) "Released Claims" shall mean and include all claims, allegations, demands,
23 rights, actions or causes of action, rights, liabilities, damages, losses, obligations,
24 judgments, injunctions, suits, fees, expenses, costs, matters and issues of any kind or
25 nature whatsoever, whether known or unknown, contingent or absolute, suspected or
26 unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured,
27 including but not limited to class, derivative, individual or other claims for negligence,
28 gross negligence, recklessness, breach of duty of care and/or loyalty, breach of fiduciary

1 duty, fraud, misrepresentation, mismanagement, breach of contract, and violations of any
2 state or federal securities laws or other statutes, rules or regulations, including “Unknown
3 Claims” as defined in Paragraph 1.13 of the Stipulation, that have been, could have been,
4 or in the future can or might be asserted in the Action or in any court, tribunal or
5 proceeding by or on behalf of any member of the Class, whether individual, class,
6 derivative, representative, legal, equitable or any other type or in any other capacity, which
7 have arisen, could have arisen, arise now or hereafter arise out of, are based on, or relate in
8 any manner to the allegations, facts, events, transactions, matters, acts, occurrences,
9 statements, representations, misrepresentations, omissions, or any other matter, thing or
10 cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to
11 or otherwise related, directly or indirectly, in any way to, the Action or the subject matter
12 of the Action, and including without limitation any claims in any way related to: (i) the
13 Merger Agreement or Tender Offer or any amendment thereto; (ii) the adequacy of the
14 consideration being paid to Matrixx’s stockholders in connection with the Merger
15 Agreement or Tender Offer or any amendment thereto; (iii) the fiduciary obligations of
16 any of the Defendants or Released Persons in connection with the Merger Agreement and
17 Tender Offer, or any amendment thereto, including any alleged deal protection devices;
18 (iv) the negotiations, due diligence, or other activities in connection with the Merger
19 Agreement and Tender Offer or any amendment thereto; and (v) the disclosures or
20 disclosure obligations of any of the Defendants or Released Persons in connection with the
21 Merger Agreement and Tender Offer or any amendment thereto (including the adequacy
22 and completeness of such disclosures); (vi) the alleged aiding and abetting of any breach of
23 fiduciary duty; (vii) any alleged improper benefit, conflict of interest, improper payments
24 of any remuneration or employment benefits to any individual made in connection with the
25 Merger Agreement and Tender Offer; and (viii) the allegations in the Action; provided
26 however, that the Released Claims shall not include the right of the Settling Parties to
27 enforce in the Court the terms of the Stipulation or any properly perfected claims for
28 appraisal;

1 (c) "Released Person" means and includes any of the Defendants and/or their
2 respective parent entities, associates, affiliates or subsidiaries, and each and all of their
3 respective past, present or future officers, directors, stockholders, agents, representatives,
4 employees, attorneys, financial or investment advisors, advisors, consultants, accountants,
5 investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers
6 and reinsurers, heirs, executors trustees, general or limited partners or partnerships, limited
7 liability companies, members, heirs, executors, personal or legal representatives, estates,
8 administrators, predecessors, successors and assigns, and any members of any Board
9 member's immediate family or any trust of which any Board member is the settlor or
10 which is for the benefit of any Board member and/or members of his or her immediate
11 family, whether or not any such Released Persons were named, served with process or
12 appeared in the Action; and

13 (d) "Unknown Claims" means any claims, causes of action, damage or harm
14 which Plaintiff, or any Class member, do not know or suspect to exist in his, her or its
15 favor at the time of the release of the Released Claims in favor of the Plaintiff or any Class
16 member which, if known by him, her or it, might have affected his, her or its settlement
17 with and release of the Released Persons, or might have affected his, her or its decision not
18 to object to this Settlement. With respect to any and all Released Claims, the Settling
19 Parties stipulate and agree that, upon the Effective Date, Plaintiff shall expressly waive,
20 and each of the Class members shall be deemed to have and by operation of the Judgment
21 shall have expressly waived, the provisions, rights and benefits of California Civil Code §
22 1542, which provides:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
24 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
25 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
26 **BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER**
27 **SETTLEMENT WITH THE DEBTOR.**
28

1 Upon the Effective Date, Plaintiff shall expressly waive, and each of the Class
2 members shall be deemed to have and by operation of the Judgment shall have expressly
3 waived, any and all provisions, rights and benefits conferred by any law of any state or
4 territory of the United States, or principle of common law, federal law, international or
5 foreign law, which is similar, comparable or equivalent to California Civil Code § 1542.
6 Plaintiff or any Class member may hereafter discover facts in addition to or different from
7 those which they now know or believe to be true with respect to the subject matter of the
8 Released Claims; upon the Effective Date, Plaintiff and all Class members shall be deemed
9 to have, and by operation of the Judgment shall have, fully, finally and forever settled and
10 released any and all Released Claims, known or unknown, suspected or unsuspected,
11 contingent or non-contingent, whether or not concealed or hidden, which now exist or
12 heretofore have existed, upon any theory of law or equity now existing or coming into
13 existence in the future, including, but not limited to, conduct which is negligent,
14 intentional, with or without malice or a breach of any duty, law or rule, without regard to
15 the subsequent discovery or existence of such different or additional facts. Plaintiff
16 acknowledges, and the Class members shall be deemed by operation of the Judgment to
17 have acknowledged, that the foregoing waiver was separately bargained for and a key
18 element of the settlement of which this release is a part.

19 **THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

20 In connection with the approval of the Settlement, Plaintiff's Counsel may submit
21 an application or applications for an award of attorneys' fees and actual expenses incurred
22 in connection with prosecuting the Action not to exceed, in the aggregate, a total of
23 \$150,000. Defendants will take no position with regard to such an application. Neither
24 Plaintiff's Counsel nor any member of the Class shall be entitled to terminate the
25 Stipulation if the Court disapproves of or modifies the terms of the Stipulation with respect
26 to attorneys' fees or costs.

27 Class members are not personally liable for any such fees or expenses. The
28 attorneys' fees and expenses awarded by the Court, not to exceed, in the aggregate, a total

1 of \$150,000, shall be paid to Plaintiff's Counsel by Defendants within ten (10) business
2 days after the later of (i) the date of final affirmance on an appeal of any judgment or
3 order, the expiration of the time for a petition for or a denial of a writ of certiorari to
4 review such judgment or order, and, if certiorari is granted, the date of final affirmance of
5 such judgment or order following review pursuant to that grant; or (ii) the date of final
6 dismissal of any appeal from such judgment or order or the final dismissal of any
7 proceeding on certiorari to review such judgment or order; or (iii) if no appeal is filed, the
8 expiration date of the time for the filing or noticing of any appeal from such judgment or
9 order. No portion of such fees and expenses awarded by the Court shall be paid to Plaintiff
10 or any member of the Class. Except as provided herein, the Released Persons shall bear no
11 other expenses, costs, damages, or fees alleged or incurred by the named Plaintiff, by any
12 member of the Class, or by any of their attorneys, experts, advisors, agents or
13 representatives. Final Approval of the Settlement is not in any way conditioned on Court
14 approval of Plaintiff's Counsel's Fees and Expenses.

15 **RIGHT TO APPEAR AND OBJECT**

16 If you are a Class member, you will be bound by the terms of the proposed
17 Settlement described in this Notice, if it is approved by the Court, together with any and all
18 determinations or judgments in the Action in connection with the Settlement entered into
19 or approved by the Court, whether favorable or unfavorable to the Class. In particular, on
20 the Effective Date, you shall be deemed to have, and by operation of the Judgment shall
21 have, fully released all of the Released Claims against the Released Persons.

22 You may not request exclusion from the Action or the Class, although you may
23 object to the Settlement if you wish (*see below*). You may, but are not required to, enter
24 an appearance through counsel of your own choosing at your own expense. If you do not
25 do so, you will be represented by Plaintiff's Counsel: SCHNEIDER WALLACE
26 COTRELL, BRAYTON KONECKY LLP, 8501 N. Scottsdale Rd., Ste. 270, Scottsdale,
27 AZ 85253, Telephone: (480) 428-0144.
28

1 **IF YOU OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT, OR**
2 **ANY OTHER MATTER THAT WILL BE CONSIDERED AT THE FINAL**
3 **APPROVAL HEARING, YOU MUST FOLLOW THE PROCEDURES OUTLINED**
4 **BELOW.**

5 Any member of the Class may appear at the Final Approval Hearing at his, her or
6 its own expense, in person or through counsel, and show cause, if he, she or it has any,
7 why the proposed Settlement should or should not be approved as fair, reasonable,
8 adequate, and in the best interests of the Class; why the Order and Final Judgment should
9 or should not be entered thereon; or why attorneys' fees and expenses should or should not
10 be awarded to Plaintiff's Counsel. However, no person (other than named parties) may be
11 heard at the Final Approval Hearing, or file papers or briefs in connection therewith, or be
12 otherwise entitled to contest such matters, except by Order of the Court for good cause
13 shown, unless, no later than ten (10) calendar days prior to the Final Approval Hearing,
14 copies of (a) a written notice of intention to appear, identifying the name, address, and
15 telephone number of the person and, if represented, his counsel, provided at his own
16 expense, (b) a written detailed statement of such person's specific objections to any matter
17 before the Court, (c) a written statement certifying that the person is a member of the
18 Class, including the number of shares of Matrixx's common stock held by that person at
19 any time from December 14, 2011 to February 18, 2011, (d) the grounds for such
20 objection(s) or submission(s) and any reason(s) for such person's desire to appear and be
21 heard, and (e) all documents and writings such person desires this Court to consider, shall
22 be served electronically or by hand or overnight mail upon the following counsel:

23 David B. Rosenbaum
24 Maureen Beyers
25 OSBORN MALEDON, P.A.
26 2929 North Central Avenue, Suite 2100
27 Phoenix, Arizona 85012-2793

28 Michael C. McKay
SCHNEIDER WALLACE COTRELL
BRAYTON KONECKY LLP

1 8501 N. Scottsdale Rd., Ste. 270
2 Scottsdale, AZ 85253

3 and then filed with the Clerk of Court. Unless the Court otherwise directs, no
4 member of the Class shall be entitled to object to the Settlement or to the judgment to be
5 entered herein, or to the award of attorneys' fees and expenses to Plaintiff's Counsel, or
6 otherwise to be heard, except by serving and filing written objections as described above.
7 Any person who fails to object in the manner provided above shall be deemed to have
8 waived any such objection and shall forever be foreclosed from making any objection to
9 the fairness or adequacy of the proposed Settlement as set forth in the Stipulation, or to the
10 award of attorneys' fees and expenses to Plaintiff's Counsel, unless otherwise ordered by
11 the Court.

12 **THE ORDER AND FINAL JUDGMENT OF THE COURT**

13 If the Court determines that the Settlement, as provided for in the Stipulation, is
14 fair, reasonable, adequate, and in the best interests of the Class, the parties to the Action
15 will ask the Court to enter an Order and Final Judgment, which will, among other things:

16 (a) approve the Settlement as fair, reasonable, adequate, and in the best
17 interests of the Class;

18 (b) finally certify the Class as a non-opt-out class action pursuant to Rule
19 23 of the Arizona Rules of Civil Procedure;

20 (c) dismiss the Action and Plaintiff's claims with prejudice as against
21 Defendants;

22 (d) permanently enjoin the members of the Class and the Releasing
23 Parties from asserting, instituting, maintaining, prosecuting or enforcing against the
24 Released Parties, in any state or federal court or arbitral or other forum, or in the court of
25 any other jurisdiction, whether foreign or domestic, any and all Released Claims, and any
26 and all claims (including Unknown Claims) arising out of, relating to, or in connection
27 with, the defense, settlement, or resolution of the Action or the Released Claims; and
28

1 (e) retain jurisdiction with respect to the implementation and enforcement
2 of the terms of the Stipulation.

3 In the event the Settlement is not approved, or such approval does not become final,
4 then the Settlement and the Stipulation might be terminated and, if terminated, will
5 become null and void, and the parties will be restored to their respective positions as of
6 February 14, 2011, without prejudice and as if the Settlement had not been entered into.

7 **SCOPE OF THIS NOTICE AND FURTHER INFORMATION**

8 The foregoing description of the Final Approval Hearing, the Action, the terms of
9 the proposed Settlement and other matters described herein does not purport to be
10 comprehensive. Accordingly, members of the Class are referred to the documents filed
11 with the Court in the Action, including the Stipulation. The definitions in the Stipulation
12 are incorporated in this Notice, and all capitalized terms used in this Notice shall have the
13 same meanings as set forth in the Stipulation. You or your attorney may examine the
14 documents filed in the Action during regular business hours on any business day at the
15 office of the Clerk of Court for the State of Arizona in and for the County of Maricopa. If
16 you would like further information, you may contact the following counsel for Plaintiff:

17 Michael C. McKay
18 SCHNEIDER WALLACE COTRELL
19 BRAYTON KONECKY LLP
20 8501 N. Scottsdale Rd., Ste. 270
21 Scottsdale, AZ 85253
(480) 428-0144

22 ******* PLEASE DO NOT WRITE OR CALL THE COURT. *******