

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSEPH A. FRIEND JR., and THOMAS MITCHELL, as
individuals, on behalf of themselves, and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

WELLPOINT GROUP OF COMPANIES, WELLPOINT
INC., WELLPOINT HEALTH NETWORKS INC.,
ANTHEM HOLDING CORP., BLUE CROSS OF
CALIFORNIA, PROFESSIONAL CLAIM SERVICES,
INC. (dba WELLPOINT PHARMACY MANAGEMENT,
INC.), BC LIFE & HEALTH INSURANCE CO., COST
CARE INC., CA INSURANCE MARKETING
SERVICES, SELLCORE, UNICARE LIFE & HEALTH
INSURANCE CO., GOLDEN WEST HEALTH PLAN,
ARCUS ENTERPRISES, UNITED GOVERNMENT
SERVICES, LLC, TRUST SOLUTIONS, INC.,
WELLPOINT DEVELOPMENT CO., ANTHEM
COMPANIES, INC., ADMINASTAR FEDERAL, INC.,
and DOES 1 to 100,

Defendants.

CASE NO. BC 345147

**NOTICE OF PENDENCY OF CLASS
ACTION, PROPOSED SETTLEMENT AND
HEARING DATE FOR COURT
APPROVAL**

ATTENTION: ALL PERSONS WHO WERE EMPLOYED IN CALIFORNIA IN ONE OR MORE OF THE FOLLOWING POSITIONS LISTED IN EXHIBIT "1" (ATTACHED HERETO) BY WELLPOINT GROUP OF COMPANIES, WELLPOINT, INC., WELLPOINT HEALTH NETWORKS INC., ANTHEM HOLDING CORP., BLUE CROSS OF CALIFORNIA, PROFESSIONAL CLAIM SERVICES, INC. (dba WELLPOINT PHARMACY MANAGEMENT, INC.), BC LIFE & HEALTH INSURANCE CO., COST CARE INC., CA INSURANCE MARKETING SERVICES, SELLCORE, UNICARE LIFE & HEALTH INSURANCE CO., GOLDEN WEST HEALTH PLAN, ARCUS ENTERPRISES, UNITED GOVERNMENT SERVICES, LLC, TRUST SOLUTIONS, INC., WELLPOINT DEVELOPMENT CO., ANTHEM COMPANIES, INC., ADMINASTAR FEDERAL, INC. ("DEFENDANTS" or "WELLPOINT"), BETWEEN DECEMBER 27, 2001 THROUGH THE DATES OF CONVERSION SPECIFIED ON EXHIBIT 1:

THIS NOTICE REQUESTS THAT YOU SUBMIT A PROOF OF CLAIM FORM ON OR BEFORE JUNE 18, 2007 OR A REQUEST FOR EXCLUSION FORM ON OR BEFORE JUNE 4, 2007, IF YOU ARE TO RECEIVE PAYMENT FOR YOUR SHARE OF THE SETTLEMENT OR TO BE EXCLUDED FROM THE CLASS.

YOU MUST FILE A CLAIM FORM TO BE PAID

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHT TO MAKE A CLAIM FOR PAYMENT OR TO ELECT NOT TO BE INCLUDED IN THE CLASS AS FURTHER DESCRIBED BELOW.

Pursuant to the order of the Superior Court of the State of California for Los Angeles County entered March 7, 2007, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A settlement has been reached between the parties in the above-captioned lawsuit pending in the Superior Court of the State of California for Los Angeles County on behalf of all individuals employed by Defendants in California who

held the positions listed in Exhibit 1 (“Covered Positions”) commencing no earlier than December 27, 2001 while the Covered Positions were classified by Defendants as exempt from overtime laws. You have received this notice because WellPoint’s records indicate that you worked in one or more of these positions for Defendants while it was classified as exempt from overtime laws. This notice is designed to advise you of how you can participate in this settlement and how you can be excluded from the settlement.

I. BACKGROUND OF THE CASE

On December 27, 2005, a class action lawsuit was filed by plaintiff and Class Representative Joseph A. Friend, Jr. on behalf of all individuals formerly and currently employed by WellPoint, Inc. and related entities (“WellPoint” or “Defendants”) as computer programmers in California since December 27, 2001. The lawsuit alleges that Defendants violated the California Labor Code and the California Business and Professions Code, and engaged in other allegedly unlawful conduct by improperly designating “computer programmers” as “exempt” from California’s overtime compensation requirements. On June 14, 2006, Plaintiff Joseph Friend amended his Complaint to broaden the definition of the purported class to include additional IT-related positions and added an additional class representative, Plaintiff Thomas Mitchell.

On January 9, 2007, Plaintiffs Lee Schweitzer, Cynthia Arosteguy, and Connie Isobe, filed a similar proposed class action complaint in the United States District Court for the Central District of Los Angeles. This Complaint alleges that Defendants violated the federal Fair Labor Standards Act, California Labor Code, and California Business and Professions Code by improperly designating IT-related positions as exempt from overtime laws between January 9, 2002 and the date Defendants reclassified the IT-related positions in California as nonexempt from overtime laws.

These Complaints and all allegations, contentions and claims contained in those complaints are included collectively in the term “the Complaints” or “the lawsuits.” The California IT-related positions at issue have been interpreted to mean the “Covered Positions” set forth in Exhibit 1. The “Covered Timeframe” has been interpreted to mean December 27, 2001 through the earliest of the date of the Class Members’: (i) conversion to nonexempt status; (ii) movement to a position that remained classified as exempt from overtime laws; or (iii) termination of employment or transfer to a position outside of the State of California. WellPoint denies all of Plaintiffs’ allegations. Specifically, WellPoint denies that Plaintiffs and the Class were misclassified as exempt, and denies that Plaintiffs and the class are owed any compensation for overtime hours, interest or penalties.

The lawsuits have been actively litigated since the first Complaint was filed. There has been an on-going investigation, and Class counsel was provided with extensive information about the case, including extensive Class Member data, including data reflecting hours worked by the Class Members during and after the Covered Timeframe, job descriptions, and relevant salary information for all positions at issue. Furthermore, the parties participated in extensive settlement discussions, including one full day of mediation before a neutral third party, a mediator in San Francisco. At the mediation, the parties reached a settlement based on the mediator’s proposal and recommendation. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by WellPoint that Plaintiffs’ claims in the lawsuits have merit or that it has any liability to Plaintiffs or to the Class on those claims. Plaintiffs and WellPoint, and their counsel, have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class.

The parties have since entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court. The Settlement Class consists of those individuals employed by Defendants within the State of California in a Covered Position at any time during the period of December 27, 2001 through the earliest of the date of the Class Members': (i) conversion to nonexempt status; (ii) movement to a position that remained classified as exempt from overtime laws; or (iii) termination of employment or transfer to a position outside of the State of California, and who do not opt out of the settlement as explained herein.

If you are part of the Settlement Class as defined above, you may have the opportunity to participate in the settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement paid to Class Members by Defendants if all of WellPoint's employees in the Settlement Class Positions submit claims and do not opt out of the settlement will be the remainder of Six Million Dollars (\$6,000,000) ("Maximum Payments") after Plaintiffs' attorneys' fees, costs and expenses, the service award payments to the class representatives, and the costs of administration are paid ("Remainder"). The Remainder will be distributed as follows: Compensable work weeks will be all weeks worked by the Settlement Class from December 27, 2001 through the earliest of the date of: (i) their conversion to nonexempt status; (ii) movement to a position that remained classified as exempt from overtime laws; or (iii) termination of employment or transfer to a position outside of the State of California. The Class Members' Distribution Amount, prior to legal deductions, will be calculated by: (1) dividing the Remainder of the Maximum Payment by compensable workweeks; and (2) multiplying that amount (dollars per week) by the number of compensable work weeks worked by each class member submitting a timely and valid claim.

Class Members' Distribution Amount will be distributed as follows: Each class member who submits a Claim Form that is completed in its entirety, signed under penalty of perjury, and is submitted by the deadline stated on the Claim Form ("Qualified Claimants") will receive one unit per compensable workweek. Each Qualified Claimant whose annual salary, as determined from their annualized last rate of pay at the time they last worked in a Covered Position while classified as exempt did not exceed \$53,000 will receive 1 unit per compensable workweek; each Qualified Claimant whose annual salary, as determined from their annualized last rate of pay at the time they last worked in a Covered Position (while classified as exempt) was between \$53,001 and \$69,000 will receive 1.5 units per compensable workweek; and each Qualified Claimant whose annual salary, as determined from their annualized last rate of pay at the time they last worked in a Covered Position (while classified as exempt) exceeded \$69,000 will receive 2 units per compensable workweek. The total units will be divided into the Class Members' Distribution Amount to determine unit value. The gross amount to be paid to each Qualified Claimant will be the unit value multiplied by the number of his or her units. The actual net amount received by each Qualified Claimant will be the gross amount reduced by the tax withholdings set forth as follows: 75% of the payment will be treated as subject to W-2 reporting and, therefore, normal payroll taxes and withholdings will be deducted pursuant to state and federal law and the employer will make all required contributions. Defendants will pay their portion of payroll taxes and withholdings, and those amounts will not be deducted from the payments made to Class Members. The remaining 25% will be treated as subject to IRS Form 1099 reporting and Qualified Claimants will be issued an IRS Form 1099 for that portion of their payment. The Class Members will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing on said amount. The Class Members agree to pay for the employer's share of any tax liability or costs incurred if any tax authority should dispute the characterization of this compensation.

B. Qualified Claimant Defined

Qualified Claimants will include only those members of the Settlement Class who timely submit a completed Claim Form (attached hereto), signed under penalty of perjury.

C. Calculations Will Be Based on Defendants' Records

For each Class Member submitting a claim, the amount payable to the Class Member will be calculated from Defendants' records. In the event a Qualified Claimant disputes Defendants' records with respect to the dates he/she worked in a Covered Position or relevant salary while last working in a Covered Position while classified as exempt, the dispute will be resolved as described in Section E below.

D. Release

The Joint Stipulation of Settlement and Release between Plaintiffs and Defendants contains a release, which releases Defendants from any and all claims each Class Member may have against WellPoint, Inc. and its affiliates for any and all claims arising from or related to the lawsuits entitled: (1) *Joseph A. Friend, Jr., and Thomas Mitchell, as individuals, on behalf of themselves, and on behalf of all persons similarly situated, Plaintiffs, vs. WellPoint Group of Companies, WellPoint Inc., [and related entities] and Does 1 through 100, Defendants*, filed in the Superior Court of the State of California for the County of Los Angeles – Central District, and designated as Case No. BC345147; and (2) *Lee Schweitzer, Cynthia Arosteguy, and Connie Isobe, as individuals, on behalf of themselves, and on behalf of all persons similarly situated, Plaintiffs, vs. WellPoint Group of Companies, WellPoint Inc., [and related entities], Defendants*, filed in the United States District Court for the Central District of California, and designated as Case No. 2:07-CV-00248 MMM, including, but not limited to, any and all claims of unpaid wages, including overtime, any and all penalties, including, but not limited to record-keeping penalties, pay stub penalties, meal and rest period payments, and waiting time penalties, interest and other claims or penalties under federal and state wage and hour law ("Released Claims") up to and including the final opt-out date of the Settlement. Released Claims include all claims Class Members may have for any wage and hour violations through the date of June 4, 2007, regardless of whether the Class Member(s) held positions other than those listed in Exhibit 1 during this time period. Released Claims also include claims which a Class Member does not know or suspect to exist in his or her favor against Defendants as of the final date to opt-out of this Settlement, which is June 4, 2007. The Settlement Class, and each Class Member, and the Class Representatives, each waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and do so understanding the significance of that waiver. Section 1542 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."

E. Disputes as to Time Class Members Worked in Covered Positions and Relevant Salary

The Claim Forms mailed to Class Members lists the time periods commencing on December 27, 2001 that WellPoint's employment records show that the Class Member worked in one of the Covered Positions in California and was classified as exempt from overtime laws. The Claim Form also states whether the Class Member's last annual salary, determined from their annualized last rate of pay at the time they last worked in a Covered Position (while classified as exempt) was: (i) no more than \$53,000; (ii) between \$53,0001 and \$69,000; or (iii) in excess of \$69,000.

Claimants will have an opportunity to challenge: (i) Covered Positions held during Covered Timeframe (including amount of time worked in such positions during Covered Timeframe); and (ii) whether they earned more than \$53,000 or \$69,000 at the time they last held a Covered Position while classified as exempt as identified on the Claim Form. In order to make such a challenge, Claimants must submit their challenge in writing along with their signed Claim Form and any supporting documentation to the Claims Administrator within the time period provided for submitting the Claim Form. Challenges to position held, amount of time worked in Covered Positions during Covered Timeframe, or relevant salary will be

resolved without hearing by the Claims Administrator. WellPoint's records will be presumed determinative, but the Claims Administrator will evaluate the evidence submitted by the claimant and will make a final determination. The only form of review for such challenges will be by and through Class Counsel to the Superior Court of the State of California, County of Los Angeles, Department 308. Any disputes concerning enforcement of the Settlement may be resolved by the Court; however, any such disputes concerning enforcement of the settlement not resolved by the Court will be resolved by arbitration. Defendants agree to pay for the fees and costs of the arbitrator. Prior to any such arbitration, counsel for the parties will confer in good faith to resolve the dispute without the necessity of an arbitration.

F. Service Award Payments for the Class Representative

Class Representatives Thomas Mitchell, Lee Schweitzer, Cynthia Arosteguy, and Connie Isobe will each be paid a service award of no more than \$15,000.00, to be deducted from the Maximum Payments, for their service as Class Representatives as well as their willingness to accept the risk of agreeing to advance Class Counsel's costs and/or paying Defendants' attorneys fees and costs in the event of an unsuccessful outcome on a motion for summary judgment, a motion for class certification, at trial or on appeal. Class Representative Joseph Friend will be paid a service award of no more than \$20,000.00, to be deducted from the Maximum Payments, for his services as Class Representative as well as his willingness to accept the risk of agreeing to advance Class Counsel's costs and/or paying Defendants' attorneys' fees and costs in the event of an unsuccessful outcome on a motion for summary judgment, a motion for class certification, at trial or on appeal.

G. Attorneys' Fees and Costs

In consideration for settling this matter and in exchange for the release by the Settlement Class, Defendants agree not to oppose an award to Class Counsel of One Million, Five Hundred Thousand Dollars (\$1,500,000) for attorneys' fees and costs, to be deducted from the Maximum Payments, subject to Court approval. The Class Representatives and Class Counsel support this amount. This is the amount negotiated in arms-length adversarial negotiations between opposing counsel who deal in this marketplace of fee awards on a daily basis and subject themselves to market forces as the amount recommended and approved by the mediator given the contingent nature of the award. That amount is reasonable to compensate Class Counsel for all of the work already performed in this case and all of the work remaining to be performed in documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented and obtaining dismissal of the actions. Among the reasons for this amount to Class Counsel are the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation. The costs included in this amount include all costs incurred by or on behalf of Plaintiffs in the lawsuits, including, but not limited to, the cost of experts, travel, word processing, copying, on-line legal research, mediation, and filing and service fees.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

A. Submitting a Claim: You must submit a Claim Form to be paid.

Anyone who wishes to submit a claim must complete and sign the Claim Form and return it, via U.S. Mail, to:

WellPoint Claims Administrator
c/o Rust Consulting, Inc.
PO Box 9388
Minneapolis, MN 55440-9388
Toll Free: 1-866-306-9904

The Claim Form must be postmarked no later than June 18, 2007. If the Claim Form is

sent from within the United States it must be sent through the United States Postal Service via First Class U.S. Mail or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Claim Form. If you lost, misplaced, or need another Claim Form or a Request for Exclusion Form, you should contact the Claims Administrator at 1-866-306-9904. The deadlines will not be extended based on your request.

Defendants will not discourage Class Members from filing claims. In addition, California law protects Class Members from retaliation based on their decision to participate in a class action settlement. Even if you fail to file a claim form, you will still be bound by the Release set forth in Section II.D. unless you timely submit a Request for Exclusion Form.

B. Excluding Yourself from the Settlement: You will be bound by the release terms of the Settlement unless you exclude yourself.

Any person who does not wish to participate in the Settlement may exclude themselves (i.e., "opt out") by completing the Request for Exclusion Form which is also enclosed. The Request for Exclusion Form must be signed, dated, completed and returned by First Class U.S. Mail, or the equivalent, to:

WellPoint Claims Administrator
c/o Rust Consulting, Inc.
PO Box 9388
Minneapolis, MN 55440-9388
Toll Free: 1-866-306-9904

The Request for Exclusion Form must be postmarked no later than June 4, 2007. If the Request for Exclusion Form is sent from within the United States it must be sent through the United States Postal Service via First Class U.S. Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion Form.

Any person who files a complete and timely Request for Exclusion Form shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims he/she may have against Defendants.

DO NOT SUBMIT BOTH THE CLAIM FORM AND REQUEST FOR EXCLUSION FORM. IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION FORM WILL BE INVALID, YOU WILL BE INCLUDED IN THE SETTLEMENT CLASS, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

C. Objection to Settlement

You can object to the terms of the Settlement before final approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for August 17, 2007 at 10:30 a.m. in Dept 308, with the Clerk of the Superior Court of the State of California, for the County of Los Angeles, 111 North Hill Street, Los Angeles, California, 90012, and send copies to the following:

CLASS COUNSEL

Norman B. Blumenthal, Esq.
Blumenthal & Nordrehaug
2255 Calle Clara
La Jolla, California 92037

DEFENDANTS' COUNSEL

Deborah S. Weiser, Esq.
Caroline Lee Elkin, Esq.
Paul, Hastings, Janofsky & Walker LLP
515 South Flower Street, 25th Floor
Los Angeles, California 90071

Any written objections shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of your employment by Defendants. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than June 4, 2007. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Los Angeles County Superior Court, and deliver copies to each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than June 4, 2007. You will then continue as a Settlement Class Member either in propria persona or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at 10:30 a.m. on August 17, 2007, in Department 308 of the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, California 90012, or such other, later date as the Court may authorize.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS, YOU MUST TIMELY FILE YOUR CLAIM AS STATED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, AND YOU DO NOT HAVE A CLAIM FORM ON FILE, YOU WILL NOT RECEIVE ANY SETTLEMENT PROCEEDS.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

The Settlement is intended to settle all claims against Defendants that members of the Settlement Class have asserted or could have asserted in the lawsuit regarding the alleged violations of wage and hour laws by Defendants through the final opt-out date of Settlement, which is June 4 21, 2007. The release will extend to WellPoint, Inc. and its parent, subsidiaries, and affiliated entities and its officers, directors, employees, partners, shareholders, agents, and any other successor, assign, or legal representative.

The exact terms of the Release in the Settlement Agreement that apply to Settlement Class Members are:

The class members fully release and discharge WellPoint, Inc., including all present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, registered representatives, attorneys, insurers, affiliates and successors and assigns of Defendants, for any and all claims arising from or related to the lawsuits entitled: (1) *Joseph A. Friend, Jr., and Thomas Mitchell, as individuals, on behalf of themselves, and on behalf of all persons similarly situated, Plaintiffs, vs. WellPoint Group of Companies, WellPoint Inc., [and related entities] and Does 1 through 100, Defendants*, filed in the Superior Court of the State of California for the County of Los Angeles – Central District, and designated as Case No. BC345147; and (2) *Lee Schweitzer, Cynthia Arosteguy, and Connie Isobe, as individuals, on behalf of themselves, and on behalf of all persons similarly situated, Plaintiffs, vs. WellPoint Group of Companies, WellPoint Inc., [and related entities], Defendants*, filed in the United States District Court for the Central District of California, and designated as Case No. 2:07-CV-00248 MMM, including, but not limited to, claims for unpaid wages, including overtime, any and all penalties, including, but not limited to record-keeping penalties, pay stub penalties, meal and rest period payments, and waiting time penalties, interest and other claims or penalties under federal and state wage and hour law (“Released Claims”) up to and including the final opt-out date of the settlement, which is June 4, 2007.

If you were employed in a Covered Position in California at any time between December 27, 2001 through the date the Covered Position was converted to overtime eligible status as set forth on Exhibit 1 and do not elect to exclude yourself from the Settlement Class you will be deemed to have entered into this release and to have released the above-described claims even if you do not submit a Claim Form. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

B. Payment to Claimants

Your distribution of the Settlement Fund will be paid on the later of thirty days after: (1) the date of final approval of the Settlement and expiration of the time to file appeals; or (2) the resolution of any appeals filed. If there is an objection to the Settlement which is later withdrawn, or an appeal which is later dismissed or withdrawn, Defendants shall cause the settlement payments to be mailed within 25 days of receipt of notice that the last such objection and/or appeal has been withdrawn.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 308 of the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, California, 90012, on August 17, 2007, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the service award payments paid to the Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than July 27, 2007, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than \$1,500,000 in attorneys' fees plus reasonable costs incurred or to be incurred.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing unless you have timely filed an objection with the court.**

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Settlement" which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including that stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, California 90012.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

BY ORDER OF THE SUPERIOR COURT

EXHIBIT 1

Job Code	Job Title	Date of Conversion	Job Code	Job Title	Date of Conversion
11531	Actuarial Prog/Sys Analyst II	12/26/04	20554	IT Programmer Analyst I	12/26/04
20501	Business/Tech Analyst I-IT	12/26/04	20555	IT Programmer Analyst II	12/26/04
20502	Business/Tech Analyst II-IT	12/26/04	20556	IT Programmer Analyst III	12/26/04
20503	Sr Business/Tech Analyst-IT	12/25/04	20564	Telecommunication Analyst I	3/7/04
20504	Ld Business Analyst	12/26/05	20565	Telecommunication Analyst II	12/26/04
20511	User Applications Analyst I	12/26/04	20566	Sr Telecommunication Analyst	12/26/04
20512	User Applications Analyst II	12/26/04	20572	Sr Systems Analyst	2/10/02
20513	Sr User Applications Analyst	12/26/04	20574	IT Systems Analyst I	12/26/04
20514	Ld User Applications Analyst	12/26/04	20575	IT Systems Analyst II	12/26/04
20515	Web Developer	7/13/2003	20576	Sr IT Systems Analyst	12/26/04
20518	IT Business Analyst I	12/26/04	20577	EDI Technical Analyst	12/26/04
20519	IT Business Analyst II	12/26/04	20578	Sr EDI Technical Analyst	12/26/04
20520	Sr IT Business Analyst	12/25/05	20579	EDI Technical Specialist	12/26/04
20522	Sr Operations Specialist	12/26/04	20582	Sr Systems Programmer	8/24/03
20524	IT Change Mgmt Analyst II	12/26/04	20584	Systems Programmer I	12/26/04
20525	Sr IT Change Mgmt Analyst	12/26/04	20585	Systems Programmer II	12/26/04
20527	IT Tech Opers Specialist II	12/26/04	20586	Sr Systems Programmer	12/26/04
20528	Sr IT Technical Opers Spec	12/26/04	20602	Sr Database Analyst	4/4/04
20531	Inactive-Data Security Analyst	12/28/03	20605	Database Analyst II	10/3/04
20534	Data Security Analyst	12/26/04	20606	Sr Database Analyst	12/26/04
20535	Sr Data Security Analyst	12/26/04	20607	Database Administrator	12/26/04
20538	Disaster Recovery Planner	12/26/04	20651	Desktop/Network Spec II	12/26/04
20545	Web Designer	12/26/04	62508	Network Business Analyst II	12/26/04
20546	Web Developer	12/26/04	73565	EDI Operations Analyst I	11/3/02
20547	Web Technical Administrator	7/13/03	73566	EDI Operations Analyst II	12/26/04
20548	HRIS Analyst II	12/26/04	73611	Business Operations Analyst I	12/26/04
20549	Sr HRIS Analyst	12/26/04	73612	Business Operations Analyst II	12/25/05
20550	HRIS Technical Analyst	12/26/04	73615	Business Analyst I – UGS	12/26/04
20552	Sr Programmer Analyst	12/26/04	73616	Business Analyst II – UGS	12/26/04
20553	Ld Programmer Analyst	12/26/04	M49030	Programmer Analyst II – Sensitive	1/8/06