

**IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA**

CHRIS GASSEN, individually and on behalf of )  
all others similarly situated, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
SHMUEL FLEDEL, JACOB GESTHALTER, )  
MICHAEL GORIN, GIORA INBAR, )  
AVRAHAM ORTAL, ERAN GOREN, LIMCO- )  
PIEDMONT, INC., TAT TECHNOLOGIES )  
LTD., AND LIMC ACQUISITION COMPANY, )  
 )  
Defendants. )

Case No. CJ 2009 02709  
Judge J. Michael Gassett

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,  
COURT HEARING, AND RIGHT TO APPEAR**

TO: ALL HOLDERS OF LIMCO-PIEDMONT, INC. (“LIMCO”) COMMON STOCK AT ANY TIME FROM APRIL 3, 2009 TO AND INCLUDING JULY 2, 2009, INCLUDING THE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS IN INTEREST, TRANSFEREES AND ASSIGNS OF ALL SUCH HOLDERS.

IF YOU HELD LIMCO COMMON STOCK DURING THE STATED PERIOD FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR FROM PURSUING THE SETTLED CLAIMS (DEFINED BELOW).

**I. PURPOSE OF THIS NOTICE**

The District Court of Tulsa County, State of Oklahoma (the “Court”) has directed that this Notice be sent to you, pursuant to 12 Okla. Stat. § 2023, to inform you of the pendency of the above-captioned lawsuit (the “Action”), the proposed settlement of the Action (the “Settlement”) as provided for in the Stipulation and Agreement of Settlement dated September 25, 2009 among the parties to the Action (the “Stipulation”), the Court’s temporary certification

of a Class (defined below) for purposes of the Settlement, and your right to participate in a hearing to be held before the Court in Courtroom 401, Tulsa County Courthouse, 500 S. Denver Ave., Tulsa, Oklahoma, on November 12, 2009, at 1:30 p.m. (the “Settlement Hearing”). The purpose of the Settlement Hearing is for the Court to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate; whether the Class should be permanently certified and Plaintiff and his counsel should be appointed as Class representative and Class counsel; whether final judgment should be entered dismissing the Action with prejudice and on the merits as respects all members of the Class and releasing all Settled Claims (defined below); and whether the application by Plaintiff for an award of attorneys’ fees and expenses and an incentive fee (as described below) should be granted. The Court may also consider other matters.

The Court has determined that, for purposes of the Settlement only, the Action shall be temporarily maintained as a class action under 12 Okla. Stat. § 2023(A) and (B)(1), and that Plaintiff is certified as class representative and Plaintiff’s counsel is appointed as class counsel. The class temporarily defined consists of all holders of Limco common stock (other than the Defendants and their affiliates), whether beneficial or of record, at any time from April 3, 2009 to and including July 2, 2009 (the “Class Period”), including the legal representatives, heirs, successors in interest, transferees and assignees of all such holders (the “Class”).

This Notice describes the rights you may have under the Settlement and the steps you may, but are not required to, take in relation to the Settlement. If the Court approves the Settlement, the parties will ask the Court to enter an Order and Final Judgment permanently certifying the Class and dismissing the Action with prejudice and on the merits.

THE FOLLOWING RECITATION IS BASED ON THE STATEMENTS OF THE PARTIES. IT DOES NOT REFLECT ANY FINDINGS BY THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

## **II. BACKGROUND OF THE ACTION**

Chris Gassen (“Plaintiff”), a former stockholder of Limco, brought suit challenging the merger between Limco and TAT Technologies Ltd. (“TAT”), which was announced on April 3, 2009, and completed on July 2, 2009. The defendants are Limco, former Limco directors Shmuel Fledel, Jacob Gesthalter, Michael Gorin, Giora Inbar, Avraham Ortal, Eran Goren (the “Individual Defendants” and collectively with Limco the “Limco Defendants”), TAT, and LIMC

Acquisition Company (“LIMC”), a subsidiary of TAT formed to implement the merger. (All nine defendants are collectively referred to as “Defendants.”)

### **The Merger**

On April 3, 2009, Limco, a Delaware corporation, TAT, an Israeli company, and LIMC, a Delaware corporation and a wholly owned subsidiary of TAT, entered into an Agreement and Plan of Merger (the “Merger Agreement”), whereby LIMC would merge with and into Limco and Limco would become a wholly-owned subsidiary of TAT (the “Merger”). TAT at that time owned 61.8% of Limco’s common stock. The Merger Agreement and the Merger were unanimously approved first by a Special Committee of Limco’s Board of Directors composed entirely of independent directors, and then by the full Board of Directors. The terms of the Merger Agreement were the result of arm’s-length negotiations between representatives of TAT and the Special Committee, which was assisted by legal counsel and a financial consultant, Oppenheimer & Co.

The Merger Agreement provided that, at the effective time of the Merger, each outstanding share of Limco’s common stock would be converted automatically into the right to receive five-tenths (.5) of an ordinary share of TAT. Completion of the Merger was conditioned upon a number of conditions, including the effectiveness of TAT’s registration statement on Form F-4 and the adoption of the Merger Agreement by the stockholders of Limco. TAT, which held 61.8% of the shares of Limco’s outstanding common stock, advised Limco’s Board of Directors that it intended to vote for approval and adoption of the Merger. Accordingly, such approval and adoption was assured.

On May 7, 2009, TAT filed its registration statement on Form F-4 (the “Preliminary Prospectus”) with the SEC. It described the terms and background of the Merger in detail. Thereafter, Limco filed with the SEC and mailed to shareholders of record a joint proxy statement and prospectus on Form 424B3 dated June 8, 2009 (the “Joint Proxy Statement/Prospectus”), which further described the terms and background of the Merger and sought votes approving the Merger by the stockholders of record at a special meeting of stockholders to be held on July 2, 2009.

The Merger was completed on July 2, 2009, immediately following the special meeting of stockholders. 9,326,585 shares of Limco common stock were voted in favor of the Merger (of which 8,364,256 shares were owned by TAT), 838,450 shares were voted against the Merger,

and 1,112,633 shares abstained. Pursuant to the Merger Agreement, each share of Limco common stock held by the public was converted into one-half of an ordinary share of TAT. Upon the closing, Limco became a wholly-owned subsidiary of TAT. TAT issued an aggregate of 2,520,372 ordinary shares to the former Limco shareholders, representing 27.8% of the TAT ordinary shares outstanding.

### **The Proceedings in the Action**

Following the April 3 announcement of the Merger Agreement, on April 8, 2009, Plaintiff filed a Petition, as a class action on behalf of the public shareholders of Limco, alleging breach of fiduciary duty by the Limco directors in connection with the Merger and the Merger Agreement. It named the Individual Defendants, Limco, and LIMC as defendants. Plaintiff thereafter made discovery requests to the Limco Defendants.

Following the issuance of the Preliminary Prospectus, on May 19, 2009, Plaintiff filed an Amended Petition (“Amended Petition”). The Amended Petition alleged that the Individual Defendants breached their fiduciary duties by failing to maximize Limco stockholder value in the Merger and that the Preliminary Prospectus failed to provide stockholders with material information or contained materially misleading information, thereby rendering the stockholders unable to cast an informed vote on the proposed merger. The Amended Petition also added TAT as a defendant and alleged that Limco, TAT and LIMC aided and abetted the Individual Defendants’ alleged breaches of fiduciary duties.

Thereafter, through their counsel, plaintiff and the Limco Defendants engaged in extensive arms’-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action. On June 4, 2009, the parties reached an agreement in principle in which the Defendants agreed to issue certain supplemental disclosures that addressed the alleged deficiencies set forth in the Amended Petition (the “Supplemental Disclosures”). Accordingly, the Joint Proxy Statement/Prospectus, filed on June 9, 2009, included the Supplemental Disclosures.

The parties’ agreement in principle also provided for streamlined confirmatory discovery to enable Plaintiff’s counsel to confirm the fairness, reasonableness and adequacy of the proposed settlement. On June 12, 2009, counsel for the parties executed a Confidentiality Agreement to permit the free exchange of certain discovery information that might contain sensitive, confidential and/or proprietary information. Limco thereafter provided certain

requested documents concerning the Merger to Plaintiff's counsel. Plaintiff's counsel reviewed these materials, and also took the depositions of the Chairman of the Special Committee of the Limco Board and a representative of TAT.

### **III. THE SETTLEMENT**

The principal terms of the Settlement among the parties are as follows:

- Defendants agreed to make certain Supplemental Disclosures contained in the Joint Proxy Statement/Prospectus, which was filed on June 9, 2009 and distributed to Limco shareholders prior to the special meeting to vote on the Merger. While Plaintiff believes that the Supplemental Disclosures were material to the Merger, Defendants make no admission that the Supplemental Disclosures were material.

- Defendants provided to Plaintiff's counsel such reasonable discovery, including depositions, as was necessary for Plaintiff to confirm the fairness, reasonableness and adequacy of the Settlement.

- The parties jointly consent to the issuance of a final order and judgment providing:
  - a. for certification of a non-opt-out class for settlement purposes consisting of all record holders and beneficial owners of the common stock of the Company on any day during the period from April 3, 2009 (the date the Merger was publicly announced) to and including July 2, 2009 (the effective date of consummation of the Merger), including the legal representatives, heirs, successors in interest, transferees and assigns of all such holders and/or owners, immediate and remote, excluding the Defendants and any person, trust, corporation or other entity related to or affiliated with any of them and their successors in interest (the "Class");
  - b. for entry of a judgment of dismissal with prejudice; and
  - c. for the release of all claims by Plaintiff and all Class members relating to the issues in the Action, as detailed below in Section IX.

- The Defendants deny any wrongdoing whatsoever in connection with the Merger and are settling the Action to avoid the burdens and expense of further litigation.

- The Settlement is subject to (a) approval by the Court and any appeals that may be taken; (b) closing of the Merger as contemplated by the Merger Agreement (which has occurred); and (c) Plaintiff's determination, following completion of reasonable confirmatory discovery as set forth herein, that the proposed Settlement is fair, reasonable and adequate (which has occurred).

- Subject to the terms and conditions of the parties' Stipulation, and to approval by the Court, Limco or its successor agrees to pay to Plaintiff's counsel for their fees and expenses such amount as is awarded by the Court up to an aggregate of \$275,000 (the "Fee Award"); and further agrees to pay an incentive award to Plaintiff for his efforts in the Action in such amount as is awarded by the Court up to \$2,500 (the "Incentive Award").

- Defendants shall be responsible for administering and providing notice of the Settlement to the members of the Class, and paying the costs and expenses of such notice.

#### **IV. REASONS FOR THE SETTLEMENT**

Plaintiff, through his counsel, has made a thorough investigation of the claims and allegations asserted in the Petition and Amended Petition, as well as the facts and law relevant to the Action. Plaintiff has conducted factual research and analysis, including a review of numerous SEC filings, press releases and other documents, and an assessment of documentary and testimonial discovery provided by the Defendants. Plaintiff's counsel has also researched and considered the legal viability and merit of Plaintiff's claims and the strength of Defendants' possible defenses thereto. Plaintiff's counsel has also considered the relative stock prices of Limco and TAT before and after the consummation of the Merger, noting that the TAT stock price has increased post-Merger and has been trading in a range indicating that the former Limco stockholders received greater upside value than the .5 exchange ratio provided in the Merger. Plaintiff's counsel believes the claims asserted in the Action were meritorious when filed, but recognizes that some of the claims have become moot as a result of the Supplemental Disclosures and the consummation of the Merger, and that there might be little or no further benefit achieved by continuing the litigation. Plaintiff and his counsel have considered and weighed the costs and risks of further litigation, including the possibility of obtaining little or no further benefit, against the benefits already achieved in the litigation through the Supplemental Disclosures and the Settlement. Based upon this analysis, Plaintiff's counsel believes that the Settlement is fair, reasonable, and adequate for the Class.

Defendants have also done a factual investigation and considered the legal viability of Plaintiff's claims, which they believe are meritless. Defendants have denied, and continue to deny, that they engaged in any wrongdoing or committed any violation of law, that they have breached any fiduciary duties, that they acted improperly in any way, and that they have any liability of any kind to Plaintiff or the Class in connection with any of the claims and events

described in the Action. In particular, Defendants deny that the Preliminary Prospectus was false or misleading or incomplete, or that any additional or supplemental disclosures were material or required under SEC rules, common law, or any applicable legal principle. Defendants believe it is desirable that the Action be fully and finally settled and dismissed on the merits and with prejudice in order to (i) avoid the substantial expense, inconvenience and distraction of continued litigation, and (ii) dispose of and finally put to rest the claims asserted in the Action.

If you have questions regarding the proposed Settlement, please do not call or write the Court. Inquiries or comments about the Settlement may be directed to the attention of Class Counsel as follows:

Eduard Korsinsky, Esq.  
Juan E. Monteverde, Esq.  
Levi & Korsinsky, LLP  
30 Broad Street, 15th Floor  
New York, NY 10004  
Tel: 212.363.7500  
Fax: 212.363.7171  
*Counsel for Plaintiff*

#### **V. CLASS ACTION DETERMINATION**

The Court has ordered that, for purposes of the Settlement only, the Action shall be temporarily maintained as a class action by the Plaintiff as Class representative and by his counsel as Class Counsel, pursuant to 12 Okla. Stat. §§ 2023(A) and (B)(1), on behalf of the Class. The Class temporarily defined, for purposes of the Settlement and the Settlement Hearing, consists of all record holders and beneficial owners of the common stock of the Company on any day during the period from April 3, 2009 to and including July 2, 2009, including the legal representatives, heirs, successors in interest, transferees and assigns of all such holders and/or owners, immediate and remote, excluding the Defendants and any person, trust, corporation or other entity related to or affiliated with any of them and their successors in interest. This same Class is anticipated to be permanently certified for the settlement and release embodied in the final judgment to be issued by the Court if the Court approves the Settlement.

The Court has ordered that, pending final determination of whether the Settlement should be approved, Plaintiff and all members of the Class are barred and enjoined from prosecuting any action or asserting any claims that relate in any way to the claims asserted in the Action.

## **VI. SETTLEMENT HEARING**

A Settlement Hearing has been scheduled before the Court at Courtroom 401, Tulsa County Courthouse, 500 S. Denver Ave., Tulsa, Oklahoma, on November 12, 2009, at 1:30 p.m., to determine whether: (i) the Settlement should be approved by the Court as fair, reasonable and adequate; (ii) the Action should be permanently certified as a class action and Plaintiff and his counsel should be appointed Class representative and Class counsel; (iii) an Order and Final Judgment should be entered dismissing the Action as to all Defendants, with prejudice and on the merits as against all Class members and without costs to any party except as provided in the Stipulation, and releasing all Settled Claims (defined below in Section IX); and (iv) whether the Court should grant Plaintiff's application for the Fee Award and the Incentive Award described below in Section X; and (v) to rule on such other matters as the Court may deem appropriate.

The Court may adjourn the Settlement Hearing from time to time by oral announcement at such hearing or at any adjournment thereof, without further notice to the Class. The Court may also approve the Settlement with or without modification, may enter an Order and Final Judgment, and may order payment of a Fee Award and/or an Incentive Award without further notice to the Class.

## **VII. RIGHT TO APPEAR AND OBJECT**

Any member of the Class who objects to the Settlement, the class action determination, the appointment of Plaintiff and his counsel as Class representative and Class counsel, dismissal of the Action, the judgment to be entered in the Action, or Plaintiff's application for the Fee Award and/or the Incentive Award, or who otherwise wishes to be heard, may appear in person or by his/her attorney at the Settlement Hearing and present any evidence or argument the Court may deem proper and relevant. Any person who wishes to do so, however, must no later than seven (7) calendar days prior to the Settlement Hearing (a) file with the Court and (b) serve upon counsel listed below by hand delivery, first-class mail or facsimile, a written notice of objection or intention to appear containing (i) a statement of such person's Class membership, (ii) the nature of his/her objections to any matters before the Court or the reasons he/she wishes to be heard, and (iii) all documents or writings such person wishes the Court to consider. Counsel to be served are:

Eduard Korsinsky, Esq.  
Juan E. Monteverde, Esq.  
Levi & Korsinsky, LLP  
30 Broad Street, 15th Floor  
New York, NY 10004  
Tel: 212.363.7500  
Fax: 212.363.7171  
*Counsel for Plaintiff*

- OR -

R. Thomas Seymour, Esq.  
Scott A. Graham, Esq.  
Seymour and Graham, LLP  
100 West 5<sup>th</sup> Street, Suite 550  
Tulsa, OK 74103  
Tel: 918.583.5791  
Fax: 918.583.9251  
*Liaison Counsel for Plaintiff*

- AND -

Stephen W. Rubin, Esq.  
Karen E. Clarke, Esq.  
Proskauer Rose LLP  
1585 Broadway  
New York, NY 10036-8299  
Tel: 212.969.3000  
Fax: 212.969.2900  
*Counsel for Limco-Piedmont, Inc.  
and its Directors*

- OR -

Heather L. Cupp, Esq.  
Hall, Estill, Hardwick, Gable, Golden &  
Nelson, P.C.  
320 South Boston, Suite 200  
Tulsa, OK 74103-3706  
Tel: 918.594.0422  
Fax: 918.594.0505  
*Co-Counsel for Limco-Piedmont, Inc.  
and its Directors*

- AND -

Michael J. Gibbens, Esq.  
Crowe & Dunlevy  
500 Kennedy Building  
321 South Boston  
Tulsa, OK 74103  
Tel: 918.592.9840  
Fax: 918.599.6338  
*Counsel for TAT Technologies Ltd.  
and LIMC Acquisition Co.*

Unless the Court otherwise directs, no person shall be entitled to object to any of the matters described above or otherwise to be heard at the Settlement Hearing unless he/she serves and files written materials in the manner prescribed above. Any person who fails to serve and file such written materials or to appear at the Settlement Hearing shall be deemed to have waived the right to object, including any right of appeal, concerning any matter related to the Settlement. Any member of the Class who does not object to the Settlement or the related matters need not do anything.

## **VIII. ORDER AND FINAL JUDGMENT OF THE COURT**

If the Court determines that the Settlement is fair, reasonable and adequate, the parties

will jointly ask the Court to enter an Order and Final Judgment. The Order and Final Judgment shall, among other things: (i) certify the Class, as defined above, for purposes of the Settlement pursuant to 12 Okla. Stat. §§ 2023(A) and (B)(1); (ii) approve the Settlement and adjudge the terms thereof to be fair, reasonable and adequate, pursuant to Okla. Stat. § 2023(E); (iii) dismiss the Action with prejudice, on the merits and, except as provided in the Stipulation and directed by the Court, without costs to any party; and (iv) release each of the Defendants and certain other persons as described below from the Settled Claims (defined below).

### **IX. RELEASE**

The Stipulation provides that, if the Court approves the Settlement, and in consideration of the benefits provided by the Settlement, the Action will be dismissed with prejudice and on the merits as to each defendant and as against Plaintiff and all other members of the Class. The release will cover all claims, rights, demands, suits, matters, issues or causes of action, whether known or unknown, of Plaintiff, and of all Class members against all Defendants and any of their present or former officers, directors, employees, agents, attorneys, advisors, insurers, accountants, trustees, financial advisors, commercial bank lenders, persons who provided fairness opinions, investment bankers, associates, representatives, affiliates, parents, subsidiaries (including the directors and officers of such affiliates, parents, and subsidiaries), general partners, limited partners, partnerships, heirs, executors, personal representatives, estates, administrators, successors and assigns, whether under state or federal law, including but not limited to the federal securities laws, regulations, or any applicable common law (except for the rights conferred by this Settlement), and whether arising directly, derivatively, representatively or in any other capacity, in connection with, or that arise out of, any claims that were or could have been brought in the Action, or that have arisen, arise now or hereafter arise out of, or that relate in any way to, the acts, facts or events alleged in the Action. The released claims include, without limitation, claims arising out of or relating to the Merger Agreement, the Preliminary Prospectus, the Joint Proxy Statement/Prospectus, the Merger, the negotiation and consideration of the Merger and any agreements and disclosures relating thereto, and any acts, facts, matters, transactions, occurrences, conduct or representations relating to or arising out of the subject matter referred to in the Action or the fiduciary or disclosure obligations of any of the Defendants (or other persons to be released) with respect to any of the foregoing (the “Settled Claims”).

The release will extend to claims that Plaintiff, on behalf of the Class, does not know or suspect to exist at the time of the release, which if known, might have affected the decision to enter into this Stipulation and grant the release. Plaintiff (and each member of the Class) shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, that governs or limits a person's release of unknown claims. Plaintiff, on behalf of the Class, shall be deemed to relinquish, to the full extent permitted by law, the provision, rights and benefits of § 1542 of the California Civil Code (if applicable), which provides:

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

and to waive any and all similar provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, to the extent applicable. Plaintiff, on behalf of the Class, acknowledges that members of the Class may discover facts in addition to or different from those that they now believe but that it is Plaintiff's intention, on behalf of the Class, to fully, finally and forever settle and release any and all Settled Claims, known or unknown, suspected or unsuspected, without regard to later discovery or existence of such additional or different facts.

#### **X. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

Under the Stipulation, Plaintiff may apply to the Court for an award of attorneys' fees and expenses, and may also apply for an incentive award to the Plaintiff for his efforts in the Action, both up to stated amounts, and Defendants will not oppose such applications. Subject to the terms and conditions of the parties' Stipulation, and to final approval of the Settlement and the requested fees by the Court, Limco or its successor, on behalf of itself and for the benefit of the other defendants in the Action, agrees to pay to Plaintiff's counsel for their fees and expenses such amount as is awarded by the Court up to an aggregate of \$275,000 (the "Fee Award"). Further, subject to the same terms and conditions and Court approval, Limco or its successor, on behalf of itself and for the benefit of the other defendants in the Action, agrees to pay an incentive award to the Plaintiff for his efforts in the Action in such amount as is awarded by the Court up to \$2,500 (the "Incentive Award").

Except as provided in the Stipulation and directed by the Court, Defendants shall bear no other expense, costs, damages, or fees alleged or incurred by Plaintiff, by any member of the Class, or by any of their attorneys, experts, advisors, agents, or representatives. Court approval of the Settlement is not in any way conditioned upon Court approval for the Fee Award or the Incentive Award.

**XI. NOTICE TO PERSONS OR ENTITIES  
HOLDING LIMCO SHARES ON BEHALF OF OTHERS**

Brokerage firms, banks and/or other persons or entities who held shares of Limco common stock at any time between April 3, 2009 to and including July 2, 2009 for the benefit of others are requested promptly to send this Notice to all such beneficial owners. Limco will provide, upon request, a PDF version of this Notice for forwarding purposes, and will reimburse the record holders for the out-of-pocket cost of forwarding this Notice to the beneficial owners. Any requests for a PDF version or additional paper copies of this Notice may be made to counsel for the Limco Defendants, as follows:

Karen E. Clarke  
Proskauer Rose LLP  
1585 Broadway  
New York, NY 10036-8299  
kclarke@proskauer.com  
Tel: (212) 969-3911  
Fax: (212) 969-2900

**XII. SCOPE OF THIS NOTICE**

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of such pleadings and proceedings, members of the Class are referred to the Court files in the Action. You or your attorney may examine the Court files during regular business hours of each business day at the Tulsa County Courthouse, 500 S. Denver Ave., Tulsa, Oklahoma.

Please do not call or contact the Court concerning the Settlement.

BY ORDER OF THE COURT:

Dated: October 1, 2009

Dana Lynn Kuehn