

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

Coordination Proceeding
Special Title (Rule 1550(b))

ABS PIPE CASES II

Judicial Council Coordination Proceeding
No. 3126

NOTICE OF CLASS ACTION SETTLEMENTS

TO: PAST AND PRESENT RESIDENTS, OCCUPANTS AND OWNERS OF RESIDENCES OR BUILDING STRUCTURES WITH ACRYLONITRILE-BUTADIENE-STYRENE ("ABS") DRAIN, WASTE, AND VENT ("DWV") PIPE MANUFACTURED BETWEEN 1984 AND 1990 BY POLARIS, GABLE, PHOENIX, APACHE, AND CENTAUR

THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ IT CAREFULLY

1. WHY SHOULD I READ THIS NOTICE?

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in class action lawsuits pending before Judge Mark B. Simons and Referee Ellen S. James (Retired Judge), of the Contra Costa County Superior Court, in the State of California (the "Court"). This Notice is given by Order of the Court.

There are six class action lawsuits now pending before the Court, brought on behalf of owners of homes and other structures containing allegedly defective ABS DWV pipe manufactured by defendants Polaris Pipe Co. ("Polaris"), Gable Plastics, Inc. ("Gable"), Centaur Mfg., Inc. ("Centaur"), Centaur Marketing, Inc. dba Phoenix Extrusion Co. ("Phoenix"), and Apache Plastics, Inc. ("Apache"). Plaintiffs in these actions allege that these ABS pipe manufacturers used allegedly defective plastic resin developed by resin manufacturers, including defendant Plastic Processing, Inc. ("PPI"), and, as a result, made defective ABS pipe with such resin. Plaintiffs allege that use of such plastic resin in ABS pipe may cause the ABS pipe to crack circumferentially at the joints, and these cracks may lead to leaks. Plaintiffs also allege that defendant International Association of Plumbing and Mechanical Officials ("IAPMO") permitted its stamp of approval to be placed on such pipe, and that defendant Amfac Distribution Corporation dba Amfac Mechanical Supply Co. ("Amfac"), among others, distributed such pipe. Plaintiffs in five of these class action lawsuits have sued the five ABS pipe manufacturers, PPI, and IAPMO.

Settlements have now been reached with each of these entities, and the Court has granted preliminary approval to each of the eight settlements. This Notice summarizes essential information concerning these settlements and your potential rights under them. **The fact that you are receiving this Notice does not mean that your residence or building has the allegedly defective ABS pipe or that you are a member of any of the settlement classes.**

2. WHAT IS THE ABS PIPE LITIGATION ABOUT?

The class representative plaintiffs are owners of residences containing allegedly defective ABS DWV pipe who brought class actions on behalf of themselves and all persons similarly situated. ABS DWV plumbing pipe is rigid, black, non-pressurized, plastic pipe used to drain sinks, tubs, showers, toilets, washing machines, and dishwashers.

Plaintiffs allege that, during certain periods of time between the years 1984 and 1990, ABS pipe manufactured by Polaris, Gable, Centaur, Phoenix and Apache contains plastic resin that may cause the ABS pipe to crack and ultimately leak. Each manufacturer used allegedly unsuitable resin during different periods. Plaintiffs claim that this allegedly defective ABS pipe may crack circumferentially at the glue line where the pipe is cemented into the socket of the fitting, and that such cracks may ultimately result in leaks. Plaintiffs sought relief in the litigation based upon claims for strict liability and negligence. Defendants generally deny all liability, including that the ABS pipe at issue is defective, and further allege that even if microscopic hairline cracks appear at an ABS pipe joint, defective resin is not the cause and, in any event, any such crack will not propagate to a leak during the useful life of the ABS pipe. The Court has not yet ruled, one way or the other, on the correctness of plaintiffs' claims.

Attached to this Notice is an identification form to help you determine whether you are a member of any of the settlement classes.

3. WHAT IS A CLASS ACTION?

A class action is a type of lawsuit in which one or a few named plaintiffs bring suit on behalf of all the members of a similarly situated group to recover damages for all members of the group, without the necessity of each member filing an individual lawsuit or appearing as an individual plaintiff. Class actions are used by courts where the claims raise basic issues of law or fact that are common to all members of the class, thereby making it fair to bind all class members to the orders and the judgment in the case, without the necessity of hearing essentially the same claims over and over. Use of the class action eliminates the necessity of filing multiple lawsuits, and assures that all class members are bound by the results of a single lawsuit.

4. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENTS?

On January 16, 1998, the Court granted preliminary approval to the proposed settlements and certified eight separate plaintiff settlement classes. The settlements have not been granted final approval by the Court. Final approval will take place only after a fairness hearing, at which class members will have an opportunity to comment on the proposed settlements.

The proposed settlements make available approximately \$70 million for the repair of leaking ABS pipe manufactured by the five defendant manufacturers during the relevant years, and for the repair of property damage caused by such leaking ABS pipe. Under the proposed settlements, every class member with leaking ABS pipe made by the defendant manufacturers during the relevant years will qualify for a pipe repair and/or for reimbursement for already completed repairs. The various settlements create an administrative structure that will oversee distribution of the settlement funds. For claims arising from ABS pipe manufactured by Gable, Phoenix, Apache, and Centaur, a Fund Administrator will promptly review and process all claims and will direct a Chief Plumbing Inspector to arrange any inspections necessary to confirm a claimant's eligibility to receive payment for repair of leaking ABS pipe and for property damage caused by the leaking ABS pipe. The Fund Administrator may elect to arrange for the repair of leaking ABS pipe, as opposed to simply providing monies to class members for such repairs. Reimbursement for prior repairs will be available upon proof of such prior payment for qualifying ABS pipe.

Claims involving Polaris ABS pipe will be subject to the Polaris protocols, which also require proof of one ABS pipe leak prior to a claimant's ability to receive a repair of that leak or reimbursement for the prior repair costs of repairing that leak. The Polaris protocols authorize repairs to be made by plumbing contractors approved by the Fund Administrator. The Polaris protocols also authorize repair of property damage caused by leaking Polaris pipe.

Because the eight settlements at issue create separate funds for each pipe manufacturer, resin supplier PPI, distributor Amfac, and IAPMO, class members who have leaking ABS pipe may be entitled to payments for ABS pipe repairs from more than one settlement fund.

A. The PPI Settlement

PPI is a Texas company that sold plastic resin to ABS pipe manufacturers from the end of 1984 through 1986. PPI went out of business in 1987, has no assets, and has limited insurance. The proposed PPI Settlement provides for certification of a mandatory non-opt-out class limited to properties located in the State of California. The PPI class consists of all persons and corporate entities who are past, current or future owners, residents, and occupants of buildings or structures located within the State of California containing ABS pipe manufactured between November 1, 1984 and December 31, 1986, who have asserted or could assert claims for property damage against PPI arising out of or relating in any way to ABS pipe. This means that if your residence is located in California and has ABS pipe manufactured between November 1984 and December 1986 by one of the five defendant manufacturers (Polaris, Gable, Phoenix, Apache, or Centaur), you may be a member of the PPI Settlement Class, and you may be entitled to benefits from the PPI Fund if your ABS pipe has leaked or leaks in the future.

Pursuant to the PPI Settlement, PPI and a related company, Hi-Lo Corporation ("Hi-Lo"), that distributed some allegedly defective resin for a brief time to Phoenix only, have agreed to pay approximately \$25 million into a PPI Settlement Fund ("PPI Fund") for the benefit of all class members, in exchange for a release of all ABS claims against PPI and Hi-Lo arising out of the allegedly defective ABS pipe. The PPI Settlement resolves all property claims of the PPI Settlement Class against PPI and Hi-Lo in California. The PPI Fund shall be distributed to all class members, pursuant to a Plan of Allocation approved by the Court. Class Counsel will propose that the PPI Fund, along with the IAPMO and Amfac Funds, will pay approximately 50% of the repair and replacement costs, with the manufacturer funds paying the rest (except as to Polaris, as addressed below). The PPI Fund shall also defend and indemnify PPI and Hi-Lo from claims against them involving ABS pipe in California that are not otherwise extinguished by the PPI Settlement. Class Counsel are not aware of any meritorious claims that would not be barred by this agreement. The PPI Fund will be reduced by two payments. In exchange for receiving assignments of rights against PPI from manufacturer defendants Polaris and Gable, Plaintiffs agreed to pay Polaris \$1.35 million and Gable \$825,000. These assignments played a significant role in PPI's agreement to settle on terms that are beneficial to Plaintiffs. Finally, 35% of the PPI Settlement Fund — net of the payment for attorneys' fees and costs — shall be transferred to the Polaris Fund, for use in the repair of Polaris ABS pipe.

The Court has conditionally certified the PPI Settlement Class as a mandatory class, which means that, if final approval is granted, you cannot exclude yourself from the PPI Class. The Court has ruled that a mandatory class is appropriate because PPI went out of business in 1987; PPI is without assets; PPI has only limited insurance monies to pay claims; and preventing class members from opting

out of the PPI Class best protects the PPI Fund for all members of the PPI Settlement Class.

B. The Polaris Settlement

The Polaris Settlement provides for certification of a voluntary, western regional settlement class (involving properties with Polaris ABS pipe in California, Arizona, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming) consisting of persons and corporate entities who were, are, or become owners, residents, and/or occupants of any residences or building structures and who have asserted, or could assert, claims for property damage in any way arising out of or relating to Polaris ABS pipe manufactured between January 1, 1984 and December 31, 1990, and all subrogees, assignees, and other persons who have asserted or could assert any such claims by, through, or on behalf of such past, current, and future owners, residents, and occupants. Excluded from the Polaris Settlement Class is anyone who opts out of the Class during the opt-out period.

Polaris no longer manufactures ABS pipe. Pursuant to the Polaris Settlement, Polaris has agreed to pay up to \$25 million for the benefit of the Polaris Settlement Class. Polaris will make incremental contributions to the Polaris Fund. As the Polaris Fund is depleted by payment of claims, Polaris is required to add monies to the Polaris Fund each time the Fund drops below a minimum amount, with the total funding amount capped at \$25 million. The Polaris Fund shall be maintained for a period of ten (10) years, after which Polaris will have no further obligation to the Polaris Class. In return, except for the obligations under the Settlement, Polaris and all other entities will be released from all liability relating to Polaris ABS pipe. During the ten year settlement period, Polaris Class members can seek repair of leaking Polaris ABS pipe and reimbursement for past repairs of leaking Polaris ABS pipe. The Polaris Settlement also calls for 35% of the PPI Fund (net of attorneys' fees and costs), 30% of the Amfac Fund (net of attorneys' fees and costs), and 30% of any future class settlements (net of attorneys' fees and costs) involving Polaris ABS pipe to be deposited into the Polaris Fund for the benefit of Polaris Class members. The Court conditionally certified the Polaris Settlement Class as an opt-out class. That means that **any Polaris class member may choose to opt out of the Polaris Settlement and individually sue Polaris. If you wish to opt out of the Polaris Settlement Class, you must do so by advising Settlement Class Counsel by letter postmarked no later than April 24, 1998 of your intention to do so. If you do not wish to opt out, you need not do anything. If you do nothing, you will be a class member if you have Polaris ABS pipe manufactured during the relevant time period.**

C. The Gable Settlement

The Gable Settlement provides for certification of a mandatory non-opt-out class consisting of all persons and corporate entities who have asserted, or could assert, claims for damage to property against Gable arising out of or relating in any way to Gable ABS pipe manufactured during the period 1984 through 1990 and installed in properties in California, Arizona, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and the territory of Guam, including but not limited to all past, current and future owners, residents and occupants of such property.

Pursuant to the Gable Settlement, Gable shall contribute approximately \$16,130,000 into a Settlement Fund ("Gable Fund") for the benefit of all Gable Class members. The Court conditionally certified the Gable Settlement Class as a mandatory class, which means that, if final approval is granted, you cannot exclude yourself from the Gable Class if you are a Gable Class member. The Court ruled that a mandatory Gable Class is appropriate because Gable has filed for relief under the bankruptcy laws, is no longer manufacturing ABS pipe under the Gable name, and has only limited monies and insurance. Therefore, preventing class members from opting out of the Gable Settlement Class best protects the Gable Fund for all members of the Gable Settlement Class. All pending cases against Gable filed prior to April 8, 1997 are excluded from this mandatory non-opt-out class. Thus, plaintiffs in pending lawsuits are not part of this Settlement and so may not seek recovery from this \$16,130,000 Gable Fund. In addition, the Gable Fund shall indemnify Gable for claims by third parties against Gable that somehow survive the order barring cross-claims and that are proven to judgment.

D. The IAPMO Settlement

The IAPMO Settlement provides for certification of a mandatory class consisting of owners of property who have asserted, or could assert, claims against IAPMO for property damage or other damages of any kind to their residences, real property and/or fixtures, including economic loss arising out of, or relating in any way to, ABS pipe manufactured by the five defendant manufacturers during the period 1984 through 1990, and installed in properties in California, Arizona, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and the territory of Guam, including but not limited to all past, current and future owners, residents and occupants, and all subrogees, assignees, indemnitees and other persons and corporate entities who have asserted or could assert claims by and through such past, current and future owners, residents and occupants.

Pursuant to the IAPMO Settlement, IAPMO will pay approximately \$2.875 million into a Settlement Fund for the benefit of all IAPMO Class members who own property with ABS pipe manufactured by one of the five defendant manufacturers during the relevant years. The IAPMO Settlement requires that the IAPMO Fund set aside \$100,000 of the \$2.875 million fund for a period of ten years for the potential benefit of IAPMO in the event there are additional claims against IAPMO.

The Court has conditionally certified the IAPMO Settlement Class as a mandatory class, which means that, if final approval is granted, you cannot exclude yourself from the IAPMO Class if you are an IAPMO Class member. The Court ruled that a mandatory class is appropriate because IAPMO is a non-profit organization; IAPMO has only limited monies and insurance; and preventing IAPMO Class members from opting out of the IAPMO Settlement Class best protects the IAPMO Fund for all members of the

E. The Apache Settlement

The Apache Settlement provides for certification of a voluntary class limited to properties in California and Arizona owned by persons and corporate entities who have asserted, or could assert, claims for property damages against Apache arising out of or relating in any way to ABS pipe manufactured by Apache between December 1, 1984 and December 31, 1990, including but not limited to all past, current and future owners, residents and occupants of residences containing Apache ABS pipe.

Pursuant to the Apache Settlement, Apache has agreed to pay \$2.4 million into an Apache Settlement Fund for the benefit of all Apache class members with property located in California and Arizona in exchange for a release of all claims against Apache relating to Apache ABS pipe. Because the Apache Settlement is an opt-out class, **any Apache class member may choose to opt out of the Apache Settlement and individually sue Apache, by advising Settlement Class Counsel by letter postmarked no later than April 24, 1998 of your intention to do so. If you do not wish to opt out, you need not do anything. If you do nothing, you will be an Apache Class member if you have Apache ABS pipe manufactured during the relevant time period.**

F. The Phoenix Settlement

The Phoenix Settlement provides for certification of a mandatory non-opt-out class consisting of persons and companies who have asserted, or could assert, claims for property damage against Phoenix arising out of or relating in any way to Phoenix ABS pipe manufactured between November 1985 through November 1986 in California, Idaho, Nevada, Oregon, and Washington, including but not limited to all past, current and future owners, residents and occupants of residences containing Phoenix ABS pipe.

Phoenix is an insolvent and bankrupt corporation. Under the Phoenix Settlement, Phoenix agrees to pay \$1.5 million into a Phoenix Settlement Fund for the benefit of all qualifying Phoenix class members, in exchange for a release of all claims against it relating to Phoenix ABS Pipe. The \$1.5 million represents all of the insurance proceeds available to Phoenix. The settlement fund shall include \$75,000, to be set aside as a Phoenix Reserve Fund, to be used to enforce this Phoenix Settlement in the event any Phoenix class member institutes any future actions against Phoenix arising out of ABS pipe covered by this Settlement.

The Court has conditionally certified the Phoenix Settlement Class as a mandatory class, which means that if final approval is granted, you cannot exclude yourself from the Phoenix Class if you are a Phoenix Class member. The Court ruled that a mandatory Phoenix Class is necessary because Phoenix has filed for relief under the bankruptcy laws; Phoenix has been out of business since 1986; other than its insurance, all of which is being contributed to the Phoenix Settlement Class, Phoenix has no assets. Preventing Phoenix Class members from opting out of the Phoenix Settlement Class best protects the Phoenix Fund for all members of the Phoenix Settlement Class. Because of the limited funds, Class Counsel will propose a Plan of Allocation whereby Phoenix Class members shall receive 10% of the repair and replacement costs from the Phoenix Fund. This means that Phoenix Class members who are also members of the PPI, IAPMO and Amfac classes, will receive payment for 60% of the repair and replacement costs.

G. The Amfac Settlement

The Amfac Settlement provides for certification of a voluntary class of all persons who have asserted, or could assert, claims against Amfac for property damage arising out of, or relating in any way to, ABS pipe manufactured by Polaris, Gable, Apache, Phoenix and Centaur during the period 1984 through 1990, and distributed by Amfac in California, Arizona, and Nevada, including but not limited to all past, current and future owners, residents and occupants of residences containing ABS pipe.

Pursuant to the Amfac Settlement, Amfac has agreed to pay \$500,000 into an Amfac Settlement Fund for the benefit of all Amfac Class members located in California, Arizona and Nevada, in exchange for a release of all claims against Amfac relating to ABS pipe. Because the Amfac Settlement is an opt-out class, **any Amfac class member may choose to opt out of the Amfac Settlement and individually sue Amfac, by advising Settlement Class Counsel by letter postmarked no later than April 24, 1998 of your intention to do so. If you do not wish to opt out, you need not do anything. If you do nothing, you will be a class member if you have ABS pipe.**

H. The Centaur Settlement

Centaur is an insolvent and bankrupt corporation, and is paying in settlement all of its insurance proceeds — approximately \$175,000 — for the benefit of all persons who own residences or structures containing Centaur ABS pipe manufactured in 1985. Due to the limited funds available, the Centaur Settlement provides for a mandatory non-opt-out class. Settlement Class Counsel will propose a Plan of Allocation whereby Centaur Class Members shall receive 10% of the repair and replacement costs from the Centaur Fund. This means that Centaur Class members who are also members of the PPI, IAPMO and Amfac classes, will receive payment for 60% of the repair and replacement costs.

5. CAN I EXCLUDE MYSELF FROM THE SETTLEMENTS?

The PPI, Gable, IAPMO, Phoenix, and Centaur settlement classes are mandatory, non-opt-out classes. This means that all persons who fall within the definitions of PPI, Gable, IAPMO, Phoenix, and Centaur class members will be entitled to recovery against PPI, Gable, IAPMO, Phoenix, and Centaur only through the proposed settlements, and may not pursue separate litigation against these defendants for claims arising from allegedly defective ABS pipe.

The Polaris, Apache, and Amfac settlement classes are voluntary classes from which class members may voluntarily exclude themselves. If you do not affirmatively exclude yourself from these settlement classes by advising Settlement Class Counsel by letter postmarked prior to the deadlines stated above of your desire to opt out, you will be bound by these settlements and barred from taking individual action in the future regarding Polaris ABS pipe, Apache ABS pipe, or ABS pipe distributed by Amfac.

6. WHO REPRESENTS THE CLASS?

There are several representative plaintiffs who have represented the interests of class members over the course of this four-year long litigation. These plaintiffs all own residences built with allegedly defective ABS pipe.

In its January 16, 1998 Order Granting Preliminary Approval of the Settlement and conditionally certifying various classes for settlement purposes, the Court appointed the following Class Counsel: Lief, Cabraser, Heimann & Bernstein, LLP, and the Law Offices of David M. Birka-White. These attorneys represent your interests and those of the certified settlement classes. Their addresses are:

Robert J. Nelson
LIEFF, CABRASER, HEIMANN
& BERNSTEIN, LLP
275 Battery Street, 30th Floor
San Francisco, California 94111-3339

David M. Birka-White
LAW OFFICES OF DAVID M.
BIRKA-WHITE
3240 Stone Valley Road West
Alamo, California 94507

7. WHAT FEES AND COSTS ARE INVOLVED?

If eligible, class members may participate in the appropriate settlement without incurring any out-of-pocket costs. Class Counsel shall make a request to the Court for attorneys' fees and costs, to be paid from the settlement funds. All applications for attorneys' fees and expenses are subject to Court approval. Class counsel have invested substantial time and money to prosecute the class claims asserted in these cases, without receiving any compensation to date. In class actions, counsel who generate a monetary recovery for the benefit of a class are entitled to an award of reasonable attorneys' fees and costs. Settlement Class Counsel will apply to the Court for an award of attorneys' fees of no more than 30% of the settlement funds made available to the plaintiff settlement classes.

8. WHAT IS THE SETTLEMENT APPROVAL PROCEDURE?

On November 4, 1997, Contra Costa Superior Court Judge Mark B. Simons appointed the Honorable Ellen S. James to serve as a referee in this matter and, specifically, to make recommendations on all substantive issues, including final settlement approval. Referee James will hold a formal Fairness Hearing on May 14, 1998 at 10:00 a.m. in the Courtroom of Contra Costa Superior Court Judge Simons, located at 725 Court Street, Martinez, California 94553. At the Fairness Hearing, Referee James will consider whether the above-described settlements should be granted final approval as fair, adequate and reasonable and in the best interests of the settlement classes as a whole, and make a recommendation to Judge Simons. Judge Simons will review Referee James' recommendation, findings, the hearing proceedings, and all written papers regarding the settlements submitted to the Court in deciding whether to grant approval of the settlements. Class counsel will provide a copy of Referee James' findings on request to any class member who submits written comments on the settlements. You may attend this hearing if you wish, but you are not required to do so to participate in the settlements. The Court reserves the right, without further notice to the classes, to adjourn or continue the Fairness Hearing from time to time, and to approve changes to the settlements as long as such changes do not change the settlements' essential terms and are agreeable to the settling parties.

If you wish to appear at the Fairness Hearing and be heard orally, in support of, or in opposition to, the settlements, you may do so only if you file with the Clerk of the Court of the Contra Costa County Superior Court a written notice of your desire to appear personally, indicating briefly the nature of your comments, support, or objection. Such notice must be filed with the Court no later than April 24, 1998, and a copy of it must be sent the same date to:

Lieff, Cabraser, Heimann & Bernstein, LLP
275 Battery Street, 30th Floor
San Francisco, CA 94111
Attn: ABS Pipe Cases II

If you do not comply with this procedure, you may not be entitled to be heard at the Fairness Hearing or to otherwise contest the approval of the Settlements, or to appeal from any orders or judgments of the Court entered thereon. Of course, if you wish to support the settlements, you may do so by appearing in Court or by writing to Lieff, Cabraser, Heimann & Bernstein, LLP, which will

forward your correspondence to the Court.

The Court's ruling on the final approval of the proposed settlements will be binding on all class members. If the Court grants approval of the settlements, the ruling will release and dismiss all class members' settled claims. This release and dismissal will bar any further suit by, through, or on behalf of the class members against released parties on settled claims. As a result, class members will obtain the rights accorded them under the settlements. If you opt out from the Polaris, Apache or Amfac settlements, you will not be bound by the releases in those settlements and you will not be able to obtain any benefits made available under those settlements.

If the settlements are not approved by the Court, you will receive no benefits under the settlements, the actions will proceed in Court as active litigation, and the actions may or may not be certified as class actions with the same or different class definitions.

You may telephone 1-888-644-7473 to find out whether the Court has granted final approval to any or all of the settlements.

9. PRIOR LITIGATION OR PAYMENT

If you or the predecessor owner of your property have engaged in prior litigation which involved ABS pipe at that property that resulted in a settlement, judgment, or dismissal with prejudice, you are not entitled to recover under the terms of the settlements against a party with whom your claim was previously settled, adjudicated, or dismissed with prejudice.

Similarly, if you have been paid by an insurance carrier or other third party for repair or damages associated with ABS pipe by one or more of the defendant manufacturers, you may not receive duplicative payments from any of the class settlements.

10. HOW DO I REGISTER TO MAKE A CLAIM?

If you think that you are a member of any of the settlement classes, and that you are entitled to relief under one or more of the settlements, you may register to make a claim by returning the enclosed Claim Registration Form to Claims Administrator, ABS Pipe Cases II, P.O. Box 4068, Portland, Oregon, 97208-4068. If the settlements are granted final approval, you will be contacted regarding your claim. However, the Claim Registration Form may not be used to register to make a claim with the Polaris Fund. To obtain a Polaris Claim Registration Form, please contact Settlement Class Counsel or the Polaris Fund Administrator, at 1-888-644-7473. Additional information regarding all of the settlements is available by calling 1-888-644-7473, or Internet: <http://www.abspipes.com/>, or by contacting the offices of Settlement Class Counsel. **PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.**

The foregoing is only a summary of the circumstances surrounding the litigation, the claims asserted, the proposed settlements, and related matters. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records, and other papers on file in this litigation, which may be inspected during regular business hours at the Clerks' Office, Contra Costa County Superior Court. Copies of the complaints, the settlement agreements, and the briefs filed in support of approval of the proposed settlements are available upon written request to Class Counsel.

Dated: March 9th, 1998.

Referee Ellen S. James
Contra Costa County Superior Court

The Honorable Mark B. Simons
Contra Costa County Superior Court Judge