

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE PARTY CITY CORPORATION :
SECURITIES LITIGATION :

THIS ACTION AND ALL OTHER :
RELATED MATTERS :

X

Civil Action No. 99-1353 (DRD)
Hon. Dickinson R. Debevoise

NOTICE OF PENDENCY OF CLASS ACTION, HEARING ON PROPOSED SETTLEMENT AND ATTORNEYS' FEES AND EXPENSE REIMBURSEMENT PETITION AND RIGHT TO SHARE IN SETTLEMENT FUND

TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF PARTY CITY CORPORATION ("PARTY CITY") DURING THE PERIOD FEBRUARY 26, 1998 THROUGH MARCH 18, 1999, INCLUSIVE (THE "CLASS"), PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM POSTMARKED ON OR BEFORE AUGUST 12, 2003.

This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of New Jersey (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class action litigation (the "Action") and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed settlement (the "Settlement"). This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and the Action.

The proposed Settlement creates a fund in the amount of \$3,800,000 in cash (the "Settlement Fund"), and will include interest that accrues on the fund prior to distribution. Based on Plaintiffs' Lead Counsel's estimate of the maximum number of shares entitled to participate in the Settlement and depending upon the number of claims to be submitted by Class Members, the average distribution per share would be approximately \$0.33 before deduction of Court-approved fees and expenses. However, your actual recovery from this fund may be greater or less depending on a number of variables including your actual loss based on the share price of the Party City common stock sold during the Class Period, the timing of such transactions, whether you also purchased Party City common stock during the Class Period, the number of claimants, and the expenses of administering the claims process.

Plaintiffs and Defendants do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to have prevailed on each claim asserted. The issues on which the Parties disagree include: (1) the appropriate economic model for determining the amount by which Party City common stock was allegedly artificially inflated (if at all) during the Class Period; (2) the amount by which Party City common stock was allegedly artificially inflated (if at all) during the Class Period; (3) the effect of various market forces influencing the trading price of Party City common stock at various times during the Class Period; (4) the extent to which external factors, such as general market conditions, influenced the trading price of Party City common stock at various times during the Class Period; (5) the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Party City common stock at various times during the Class Period; (6) whether the statements made or facts omitted were false, material or otherwise actionable under the federal securities laws; and (7) the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the trading price of Party City's common stock.

Plaintiffs' Counsel believe that the proposed Settlement is an excellent recovery and is in the best interests of the Class. Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that Plaintiffs would not have prevailed on any of their claims, in which case the Class would receive nothing. Most significantly, the trial court had dismissed the complaint with prejudice and ruled that the case could not proceed at all. Plaintiffs appealed the dismissal and settlement was reached before the Court of Appeals had heard argument on the appeal. Plaintiffs thus faced the distinct possibility that the appellate court would affirm the trial court's dismissal of the case. But even if the appellate court reinstated the case, plaintiffs would have faced the normal uncertainties of litigation. For example, if the case proceeded to trial, Plaintiffs faced the possibility that a jury would have found in favor of Defendants, or that all or many of the claims in this case could have been dismissed after trial, or on appeal. In addition, the amount of damages recoverable by the Class was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Action gone to trial, Defendants likely would have asserted that all or most of the losses of Class Members were caused by non-actionable market factors.

Plaintiffs' Counsel have not received any payment for their services in prosecuting the Action on behalf of Plaintiffs and the members of the Class, nor have they been reimbursed for their out-of-pocket expenditures. If the Settlement is approved by the Court, counsel for the Plaintiffs will apply to the Court for attorneys' fees of up to one-third of the Settlement Fund plus interest and reimbursement of out-of-pocket expenses in an amount not to exceed \$175,000.00 to be paid from the Settlement Fund. If the amount

requested by counsel is approved by the Court, the average cost per share would be approximately \$0.12. The average cost per share could vary depending on the number of shares for which claims are filed.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed Settlement.

For further information regarding this Settlement you may contact: Robert J. Berg, Bernstein Liebhard & Lifshitz, LLP, 10 East 40th Street, 22nd Floor, New York, New York 10016, Telephone: (212) 779-1414, or James E. Tullman, Weiss & Yourman, 551 Fifth Avenue, Suite 1600, New York, New York 10176, Telephone: (212) 682-3025. Please do not call the Court.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A settlement hearing (the "Settlement Hearing") will be held on May 14, 2003 at 9:30 a.m., before the Honorable Dickinson R. Debevoise, United States District Judge, at the Martin Luther King Building and United States Courthouse, Courtroom 5B, 50 Walnut Street, Newark, New Jersey. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement consisting of \$3,800,000 in cash plus accrued interest should be approved as fair, reasonable and adequate to each of the Parties; (2) whether the proposed plan to distribute the Settlement proceeds (the "Plan of Allocation") is fair, reasonable and adequate; (3) whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class; (4) whether the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses should be approved; and (5) whether the Action should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

II. DEFINITIONS USED IN THIS NOTICE

(a) "Authorized Claimant" means a Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator.

(b) "Claims Administrator" means the firm of The Garden City Group, Inc., which shall administer the Settlement.

(c) "Class" and "Class Members" mean, for purposes of this Settlement only, all persons who purchased the common stock of Party City Corporation ("Party City") between February 26, 1998 through March 18, 1999, inclusive (the "Class Period"). Excluded from the Class are the Defendants in this Action, members of the immediate families (parents, siblings and children) of each of the Individual Defendants (defined below), any person, firm, trust, corporation, entity in which any Defendant has a controlling interest, the officers, directors, parents, subsidiaries and affiliates of any corporate Defendant, and the legal representatives, heirs, successors in interest or assigns of any such excluded party. Also excluded from the Class are any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

(d) "Class Period" means the period between February 26, 1998 through March 18, 1999, inclusive.

(e) "Defendant" and "Defendants" mean Party City and the Individual Defendants Steven Mandell ("Mandell"), and David E. Lauber ("Lauber"), and each of them.

(f) "Defendants' Counsel" means the law firms of Willkie Farr & Gallagher and Sills Cummis Radin Tischman Epstein & Gross, P.A. for Defendant Party City; Dewey Ballantine, LLP and Saiber Schlesinger Satz & Goldstein, LLC for Defendant Mandell; and Fried Frank Harris Shriver & Jacobson for Defendant Lauber.

(g) "Effective Date of Settlement" or "Effective Date" means the date upon which the Settlement shall become effective, as described in the Stipulation and Agreement of Settlement (the "Stipulation") (defined below).

(h) "Final Order and Judgment" means the proposed order to be entered approving the Settlement substantially in the form attached as Exhibit B to the Stipulation.

(i) "Notice" means this Notice of Pendency of Class Action, Hearing On Proposed Settlement and Attorneys' Fee Petition and Right to Share in Settlement Fund.

(j) "Plaintiffs' Counsel" means Plaintiffs' Co-Lead Counsel and all of the other attorneys representing Plaintiffs listed at the end of the Stipulation.

(k) "Plaintiffs' Co-Lead Counsel" means the law firms of Bernstein Liebhard & Lifshitz, LLP and Weiss & Yourman.

(l) "Released Parties" means any and all of the Defendants, their past or present affiliates, subsidiaries, parents, successors and predecessors, officers, directors, shareholders, agents, employees, representatives, attorneys, advisors, and investment advisors, auditors, accountants, insurers and reinsurers and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors in interest or assigns of the Defendants.

(m) "Settled Claims" means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known and Unknown Claims, whether direct or derivative, including both known and Unknown Claims, that have been or could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, referred to or that could have been asserted in the Action or that relate to the purchase of shares of the common stock of Party City during the Class Period.

(n) "Settled Defendants' Claims" means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known and Unknown Claims, that have been or could have been asserted in the Action or any forum by the Defendants or any of them or the successors and assigns of any of them against Plaintiffs, Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action.

(o) "Settlement" means the settlement contemplated by the Stipulation.

(p) "Stipulation" means the Stipulation and Agreement of Settlement, filed with the Court on February 27, 2003, in connection with the Action.

(q) "Unknown Claims" means any and all Settled Claims which Plaintiffs or any Class Member do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement.

III. THE ACTION

Beginning on approximately March 26, 1998, twelve actions were filed against Defendants in this Court, and were consolidated under the caption above (the "Action"). On September 13, 1999, the Court appointed plaintiffs Todd Krasnow and Slater Asset Management, LLC as Lead Plaintiffs for those Class Members who purchased Party City shares during the Class Period and retained those shares after March 19, 1999 (the "Retention Sub-Class") and Taylor Capital Management Lead Plaintiff for those Class Members who purchased Party City shares during the Class Period and thereafter sold those shares prior to March 19, 1999 (the "In/Out Sub-Class" and, together with the Retention Sub-Class, the "Class"). On February 28, 2000, Plaintiffs filed the Second Amended Complaint (the "SAC").

Plaintiffs brought this Action seeking recovery under Sections 10(b) and 20(a) of the Exchange Act on behalf of themselves and all others who purchased the common stock of Party City from February 26, 1998 through March 18, 1999, inclusive.

The SAC alleges that during the Class Period Defendants issued to the investing public materially false and misleading statements and press releases concerning Party City's financial condition, business, and operations, and omitted material information concerning the inadequacy of the Company's financial and operational controls. It is alleged that these statements were intended to and did cause the publicly traded price of Party City's common stock to become and remain artificially inflated throughout the Class Period, thereby damaging purchasers of Party City's common stock. It is further alleged that during the Class Period, the Individual Defendants, who were aware of, or recklessly disregarded, the falsity of these statements, sold hundreds of thousands of shares of Party City common stock at artificially inflated prices and realized nearly \$5 million dollars in proceeds from their sales.

The Defendants moved to dismiss the Action, challenging the legal sufficiency of the SAC. After extensive briefing by both sides, on May 29, 2001, the District Court issued an Opinion and Order dismissing Plaintiffs' SAC with prejudice and without leave to amend.

On June 27, 2001, Plaintiffs filed a Notice of Appeal of the district court's dismissal of the Action. After briefing by the parties, oral argument was scheduled for April 19, 2002. In the weeks leading up to the hearing, the parties had engaged in settlement discussions which eventually culminated in an agreement between the parties to settle the Action.

IV. CLAIMS OF THE PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs believe that the claims asserted in the Action have merit. However, Plaintiffs and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against the Defendants through trial and through appeals. Plaintiffs and their counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex litigation such as the Action, as well as the difficulties and delays inherent in such litigation. Plaintiffs and their counsel also are mindful of the inherent problems of proof under and possible defenses to the violations asserted in the Action, as well as issues of damages recoverable if Plaintiffs were successful. Plaintiffs and their counsel believe that the proposed Settlement confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs and their counsel have determined that the Settlement is in the best interests of Plaintiffs and the Class.

V. DEFENDANTS' DENIAL OF LIABILITY

Defendants deny liability in the Action arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also deny, inter alia, the allegations that the Plaintiffs or the Class Members have suffered damages, that the price of Party City common stock was artificially inflated by the alleged misrepresentations, non-disclosures or otherwise, or that the Plaintiffs or the Class Members were harmed by the conduct alleged in the Action.

Nonetheless, Defendants have concluded that further conduct of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Action. Defendants have, therefore, determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in the Stipulation.

VI. TERMS OF THE PROPOSED SETTLEMENT

The principal amount of three million, eight hundred thousand dollars (\$3,800,000) (plus accrued interest) shall constitute the Settlement Fund.

A portion of the Settlement Fund will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice, payment of any taxes assessed against the Settlement Fund and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded

by the Court to counsel for Plaintiffs as attorneys' fees, and for reimbursement of out-of-pocket expenses. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Allocation described below to Class Members who submit valid and timely proof of claim forms.

VII. PLAN OF ALLOCATION

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim forms ("Authorized Claimants") under the Plan of Allocation described below.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

"Recognized Claims" will be calculated for purposes of the Settlement as follows:

With respect to those shares sold before March 19, 1999: An Authorized Claimant's "Recognized Claim" shall mean the difference, if any, between the amount paid for Party City's common stock during the Class Period (including brokerage commissions and transaction charges), and the sum for which said shares were sold at a loss before March 19, 1999.

With respect to those shares which an Authorized Claimant continued to hold as of March 19, 1999: An Authorized Claimant's "Recognized Claim" shall mean the difference, if any, between the amount paid (including brokerage commissions and transaction charges), for each such share purchased during the Class Period and \$4.00 per share, the closing price of said shares on March 19, 1999.

Transactions resulting in a gain shall be deducted from any losses. In the event a Class Member has more than one purchase or sale, all purchases and sales shall be matched on a First In First Out ("FIFO") basis.

No distributions of cash shall be made to Authorized Claimants who would not be entitled to receive at least five (\$5.00) dollars based on the initial proration of the Net Settlement Fund to Authorized Claimants.

The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

VIII. TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE.

The Proof of Claim and Release must be postmarked on or before August 12, 2003, and delivered to the Claims Administrator at Party City Corp. Securities Litigation, P.O. Box 9000 #6083, Merrick, New York 11566-9000. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Final Order and Judgment. If you exclude yourself from the Class, you will not be bound by the judgment but you will not be entitled to any share of the Settlement Fund.

IX. EXCLUSION FROM THE SETTLEMENT

Each member of the Class shall be bound by all determinations and judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless such person shall mail, by first class mail, a written request for exclusion from the Class, postmarked no later than April 30, 2003, to each of the attorneys listed in Section XIII below. No person may exclude himself from the Class after that date. In order to be valid, each such request for exclusion must set forth the name and address of the person or entity requesting exclusion, must state that such person or entity "requests exclusion from the Class in the Party City Corp. Securities Litigation, Civil Action No. 99-1353 (DRD)," and must be signed by such person or entity. Persons and entities requesting exclusion are requested to also provide the following information: their telephone number, the number of shares of Party City common stock owned at the close of trading on February 25, 1998, the number of shares of Party City common stock purchased during the Class Period and the price(s) paid therefor, and the number(s) of shares of Party City common stock sold during the Class Period and the amount(s) received therefor, and the number of shares still owned as of the close of trading on March 18, 1999.

X. DISMISSAL AND RELEASES

If the proposed Settlement is approved, the Court will enter a Final Order and Judgment. The Final Order and Judgment will dismiss the Settled Claims with prejudice as to all Defendants. Thereafter the Action will be dismissed. The Final Order and Judgment will provide that all Class Members shall be deemed to have released and forever discharged all Settled Claims (to the extent members of the Class have such claims) against all Released Parties.

XI. APPLICATION FOR FEES, EXPENSES AND AWARDS

At the Settlement Hearing, counsel for Plaintiffs will request the Court to award attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of expenses in an amount not to exceed \$175,000.00 that were advanced in connection with the Action, plus interest thereon.

Plaintiffs' Counsel have not received any payment for their services in prosecuting this Action (which commenced in 1998) on behalf of the members of the Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. The fee requested by Plaintiffs' Counsel will compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis.

XII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among others: (1) entry of the Final Order and Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from or alter or amend the Final Order and Judgment. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions immediately prior to the execution of the Stipulation.

XIII. THE RIGHT TO BE HEARD AT THE HEARING

Plaintiffs' Counsel will represent all Class Members at the Settlement Hearing except for those who choose to enter an appearance individually or through counsel of their choice at their own expense. No Class Members are required to retain their own counsel, but for those who do, such counsel must file an appearance on their behalf. Such appearance must be served and filed so that it is received at least fourteen (14) days prior to the Settlement Hearing by the Court and attorneys listed below.

Class Members who object to any aspect of the Settlement, the Plan of Allocation, the adequacy of representation by Plaintiffs' Counsel, or the application for attorneys' fees, costs and expenses, and who have not excluded themselves from the Class, may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection. Such objection must be served and filed so that it is received at least fourteen (14) days prior to the Settlement Hearing by each of the following:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
50 Walnut Street
Newark, New Jersey 07101

BERNSTEIN LIEBHARD & LIFSHITZ, LLP
Robert J. Berg
10 East 40th Street, 22nd Floor
New York, New York 10016

WEISS & YOURMAN
James E. Tullman
551 Fifth Avenue, Suite 1600
New York, New York 10176

Co-Lead Counsel for Lead Plaintiffs and the Class

WILLKIE FARR & GALLAGHER
Stephen Greiner
787 Seventh Avenue
New York, New York 10019

Attorneys for Defendant Party City Corp.

DEWEY BALLANTINE, LLP
Stuart Hirschfeld
1301 Avenue of the Americas
New York, New York 10019

Attorneys for Defendant Steven Mandell

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON,
A Partnership Including Professional Corporations
Audrey Strauss
One New York Plaza
New York, New York 10004

Attorneys for Defendant David E. Lauber

The notice of objection must demonstrate the objecting Person's membership in the Class, including the number of shares of Party City common stock purchased during the Class Period (and dates of transactions), and contain a statement of the reasons for objection. Only members of the Class who have not excluded themselves from the Class and who have submitted written notices of objection in this manner, or who have entered their own appearances in the manner described above, will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XIV. SPECIAL NOTICE TO NOMINEES

If you held any Party City common stock during the Class Period as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim by first class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Party City Corp. Securities Litigation
c/o The Garden City Group, Inc.
Claims Administrator
P.O. Box 9000 #6083
Merrick, NY 11566-9000
(877) 440-7099

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

XV. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation. For full details of the matters discussed in this Notice, you may review the Stipulation filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court for the District of New Jersey, Martin Luther King Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07101.

If you have any questions about the settlement of the Action, you may contact Plaintiffs' Counsel by writing:

BERNSTEIN LIEBHARD & LIFSHITZ, LLP
Robert J. Berg
10 East 40th Street, 22nd Floor
New York, New York 10016

WEISS & YOURMAN
James E. Tullman
551 Fifth Avenue, Suite 1600
New York, New York 10176

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: February 27, 2003

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY