

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ANTHONY S. PARK, Individually on Behalf Of  
Himself and On Behalf of All Others Similarly Situated,  
Plaintiff,

v.

THE THOMSON CORPORATION and  
THOMSON LEGAL AND REGULATORY, INC.,  
Defendants.

Case No. 05 Civ. 2931 (WHP)

**NOTICE OF AMENDMENT TO SETTLEMENT AGREEMENT**

**To: All persons who purchased a bar review course from BAR/BRI anywhere in the United States from March 15, 2001 until January 4, 2008 (the “Class”)**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.  
AN AMENDMENT TO THE SETTLEMENT OF THIS CLASS ACTION LITIGATION  
THAT MAY AFFECT YOU HAS BEEN PROPOSED.**

Previously, a document entitled Notice of Pendency of Class Action, Proposed Settlement and Final Hearing (the “Notice”) was mailed to you. The Notice described a proposed settlement (the “Settlement”) of this class action lawsuit brought under the federal antitrust laws and the common law of unjust enrichment, and advised you of the terms of the Settlement and related matters. In connection with the Settlement, Plaintiff moved for certification of the following class:

All individuals, law firms, or other Persons who have paid the entire cost of one or more qualifying BAR/BRI bar review courses in the United States during the period March 15, 2001 to January 4, 2008, inclusive (the “Class Period”).

On March 22, 2008, the Plaintiff filed a motion for final approval of the Settlement. A Final Settlement Hearing was conducted before the District Court on April 1, 2008. The District Court ordered Class Counsel to provide the District Court with additional information regarding the status of claims made in connection with the Settlement as well as information regarding claims made in connection with the settlement of another class action lawsuit involving BAR/BRI, *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.). Class Counsel provided the District Court with this information on June 6, 2008.

On June 30, 2008, a status conference was held before the District Court, during which Class Counsel suggested certain amendments to the Settlement. In accordance with the Court’s instructions, the Parties agreed by joint stipulation dated July 28, 2008 to the following amendments (“Amendments”) to the Settlement described below.

The proposed amendments described herein do not reopen or otherwise alter in any way the time within which requests for exclusion or objections to any aspect of the Settlement were to have been timely submitted. The proposed amendments, however, do permit Class Members who have not submitted a Claim Form to do so by the extended deadline to be set by the Court, and permit Class Members who previously requested to be excluded from the Class to rescind their Requests for Exclusion by submitting a valid Claim Form postmarked by the extended deadline of September 18, 2009.

**CHANGES TO THE SETTLEMENT AGREEMENT**

The changes described below are the only changes that have been proposed with respect to the Settlement in this case, which remains in all other respects exactly as described in the Notice. The Amendments to the Settlement are designed to allocate the maximum amount of the proceeds of the Settlement to Class Members.

### *Removal of the \$40 “Cap” on Payments under the Settlement*

The Settlement originally provided for a payment of not less than \$30 to each Authorized Claimant per Approved Claim, subject to a maximum payment, or “cap,” of \$40 per Approved Claim. The Amendments remove this \$40 cap, which means that, if the District Court approves the Settlement, the exact amount of the payment to each Authorized Claimant under the Settlement, as amended, will be equal to the balance of the Settlement Fund remaining after payment of all fees, costs and expenses approved by the Court, divided by the total number of Approved Claims, even if that amount exceeds \$40 per Approved Claim. The Amendments also provide that in the event that, after all Claim have been paid, there remains any residual amount remaining in the Settlement Fund (such as funds representing Class Member checks that are not cashed) the Court may approve disbursal any such remaining funds to the BAR/BRI Public Interest Fund as part of a cy pres contribution.

### *Reopening the Period for Claims to Be Timely Submitted and for Rescission of Requests for Exclusion to be Submitted in Writing*

As detailed in the Notice, the Settlement originally provided that in order to participate in the Settlement, Class Members were required to submit Claim Forms, which were appended to the Notice, postmarked no later than May 15, 2008. In order to exclude themselves from the Class, Class Members were required to do so in writing, postmarked no later than March 6, 2008. The Amendments reopen the period for Class Members timely to submit Claim Forms, provided that any Claim Form submitted is postmarked no later than September 18, 2009. Any Class Member who previously submitted a Request for Exclusion from the Class by the March 6, 2008 deadline, may have that Request for Exclusion rescinded by submitting a Claim Form that is postmarked no later than September 18, 2009. A Class Member who has previously submitted a Request for Exclusion that was postmarked by March 6, 2008 and does not submit a Claim Form by the extended deadline of September 18, 2009, will remain excluded from the Class, not be bound by the Settlement, no longer be represented by Class Counsel, and will not be eligible to partake in any of the benefits of the Settlement.

### *Payments to Class Members Who Are Also Claimants in the Rodriguez Class Action Settlement*

The Settlement originally provided that only Class Members who had timely submitted Claim Forms would be eligible to receive a payment from the Settlement Fund. The Amendments provide that, in addition to these Class Members, certain Class Members who did not submit or timely submit Claim Forms will also receive a payment from the Settlement Fund, if the District Court approves the Settlement. Pursuant to the Amendments, any Class Member who filed a valid Claim in connection with the settlement in *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.), but who did not file or timely file a Claim Form in connection with this Settlement, will receive payments from the Settlement Fund for qualifying courses purchased.

### *Payments to Law Firms and Other Corporate Class Members*

Pursuant to the Amendments, any law firm or other employer Class Member that paid for qualifying BAR/BRI bar review courses on behalf of its employees or prospective employees and that is reasonably identifiable in BAR/BRI’s records will receive payments from the Settlement Fund for the qualifying BAR/BRI bar review courses that it purchased, regardless of whether that Class Member filed or timely filed a Claim Form in connection with this Settlement, as originally required by the Settlement Agreement.

### *Exclusion of Claims in the Stetson Case*

The Settlement originally provided that the Release in this Settlement would not release claims asserted on behalf of Class Members in *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.). The Amendments provide that Sections 8.1 - 8.3 of the Stipulation and Settlement Agreement shall not release claims alleged in the complaint in *Stetson, et al. v. West Publishing Corp., et al.*, No. CV 08 00810 R MCx (C.D. Cal.), filed on February 6, 2008. The Release in this Settlement also would not release claims asserted on behalf of class members in *Rodriguez v. West Publishing Corporation, et al.*, No. CV 05-3222 R (MCx) (C.D. Cal.).

## CLARIFICATIONS

The Amendments explain that, as used in the Amendments and the Settlement Agreement, the following terms have the following meanings. The term “qualifying BAR/BRI bar review course” means a bar review course offered during the Class Period by BAR/BRI designed to prepare for any U.S. bar examination, not including the BAR/BRI Patent Bar course. A BAR/BRI bar review course that would otherwise be a “qualifying” course is not a “qualifying” course for purposes of this Settlement if it was purchased by any director, officer, or employee of defendants. The term “paid for in full by the Class Member” is intended primarily to describe either the situation in which (i) an individual paid the entire non-refundable cost of a BAR/BRI bar review course or courses or (ii) the situation in which a Class Member, such as a law firm or other employer, paid the entire non-refundable cost of a BAR/BRI bar review course or courses on behalf of employees or prospective employees.

## INSTRUCTIONS

You are not required to take any action in response to this Supplemental Notice. If you have not previously excluded yourself from this Settlement and timely submitted a Claim in connection with this Settlement, and you do nothing further, you will receive the benefits to which you are entitled pursuant to the amended terms of the Settlement, if approved by the District Court. If you previously excluded yourself from the Settlement and now wish to rescind your exclusion, you may do so by submitting a valid Claim Form postmarked no later than September 18, 2009. If you are a Class Member who submitted a valid Claim in connection with the *Rodriguez* settlement, but did not timely submit a Claim in connection with the Settlement in this Action, you will receive your payment from the Settlement Fund without further action by you. If you are a law firm or other employer Class Member that paid for a qualifying BAR/BRI bar review courses on behalf of your employees or prospective employees but did not timely submit a Claim in connection with the Settlement in this Action, and you are reasonably identifiable in BAR/BRI’s records, you will receive your payment from the Settlement Fund without further action by you. If you did not timely submit a Claim in connection with this Settlement, and either did not previously exclude yourself from this Settlement or rescinded your exclusion in the manner described above, and are neither a *Rodriguez* claimant nor a law firm or other employer Class Member, both as described above, you must submit a Claim, postmarked no later than September 18, 2009 to receive your payment from the Settlement Fund.

No additional attorneys’ fees are being sought by Plaintiffs’ counsel beyond those contemplated by the original settlement. The Court has already held a Final Approval Hearing on April 1, 2008 in connection with the proposed Settlement, and held a follow-up Status Conference on July 6, 2008, during which the instant modifications to the Settlement were presented. Class Members and interested parties were permitted to and did attend both of these hearings. Although no further Court hearing is contemplated in connection with the approval of the Settlement and these modifications, the Court, in its discretion may schedule a further hearing, and may also change the date of any such hearing without prior notice.

## ADDITIONAL INFORMATION

Copies of documents relevant to the Settlement, including the Notice, the Stipulation and Settlement Agreement, the District Court’s Preliminary Approval Order, and the proposed Amendments, are available on the Internet at <http://www.ParkBarbriSettlement.com/>.

Pleadings and other records in the lawsuit also may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of New York.

If you need additional information concerning these Amendments to the Settlement, you may contact Class Counsel at Roy A. Katriel, Esq., The Katriel Law Firm, 1101 30th Street, NW, Suite 500, Washington, DC 20007. You may also send an email inquiry to [Info@ParkBarbriSettlement.com](mailto:Info@ParkBarbriSettlement.com).

**DO NOT PHONE OR CONTACT THE COURT OR BAR/BRI FOR INFORMATION.**

Dated: April 20, 2009

BY ORDER OF THE COURT

Park BAR/BRI Settlement Administrator  
c/o Complete Claim Solutions, LLC  
P.O. Box 24788  
West Palm Beach, FL 33416

## **IMPORTANT COURT DOCUMENTS**