

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 PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND FINAL HEARING**

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")

I. PURPOSE OF NOTICE

You may be affected by a proposed settlement of the lawsuit *Park v. The Thomson Corp. et. al.*, No. 05-cv-2931 (the "Lawsuit"), now pending before the United States District Court for the Southern District of New York (the "Court"), filed by Anthony Park (the "Plaintiff"), on behalf of himself and all others similarly situated, against defendants The Thomson Corporation and Thomson Legal & Regulatory, Inc. (collectively, the "Defendants," and, collectively with Plaintiff, the "Parties") for alleged violations of the federal antitrust laws and the common law of unjust enrichment.

This Notice is given pursuant to Federal Rule of Civil Procedure 23 and to the Order of the Court for the purpose of informing you of your rights with regard to a proposed settlement of the above-captioned Lawsuit for (i) a payment by Defendants of \$13 million (the "Settlement Fund"); (ii) a commitment, more fully described in the Stipulation and Settlement Agreement, that BAR/BRI will offer for sale BAR/BRI Complete Courses, which will be directed toward preparing students for all portions of the various bar examinations; a BAR/BRI MBE Course, which will be directed toward preparing students for the Multistate Bar Examination (the "MBE"); and BAR/BRI State-Specific Courses, which will be directed toward preparing students for the subjects covered in a BAR/BRI Complete Course other than the MBE; (iii) the payment of attorneys' fees and expenses in an amount as awarded by the Court; (iv) the payment of an Incentive Award, if awarded by the Court, not to exceed \$5,000 to Plaintiff for his investment of time, effort, and resources on behalf of the Class; and (v) the establishment of a *cy pres* fund from the principal balance of the Settlement Fund, if any, remaining after distribution to Class Members and payment of all fees and expenses, which will be used to fund the BAR/BRI Public Interest Law Fund. The BAR/BRI Public Interest Law Fund will be administered by the American Bar Association for the benefit of law students entering or agreeing to enter the public service, subject to verifiable criteria. More detailed information about the terms and provisions of the Settlement may be obtained by referring to the Stipulation and Settlement Agreement on file with the Court and available from the Settlement Administrator.

The Court has scheduled a Final Settlement Hearing on April 1, 2008 before the Honorable William H. Pauley, III at the United States District Court for the Southern District of New York (the "Final Settlement Hearing"). The purpose of the Final Settlement Hearing will be: (1) to determine whether the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class, and should be approved; (2) to approve a plan to allocate the Settlement Fund among the Class; (3) to consider the application of Class Counsel for an award of attorneys' fees and expenses, and the application filed on behalf of the Plaintiff for an incentive award; and (4) to consider whether the *cy pres* provisions of the Settlement should be approved. The Court may continue or reschedule the hearing without further notice.

Class Members are hereby advised of their right to request exclusion from the Class, as explained in Part II(C) of this Notice. Class Members who do not exclude themselves may provide comments in support of or in objection to the proposed Settlement and appear at the Final Settlement Hearing in person or through counsel, as explained in Part V of this Notice. If you do not exclude yourself from the Class on or before March 6, 2008, you will be bound by the terms of this Settlement if the Court approves it.

II. BACKGROUND

A. What is this case about?

Defendants, through the operation of their BAR/BRI division, provide bar review courses throughout the United States, which are aimed at assisting in the preparation for the bar examinations required by the various states and the District of Columbia. In most states and in the District of Columbia, the bar examination consists of the Multistate Bar Examination, developed by the National Conference of Bar Examiners, and a state-specific portion typically developed by each state's Board of Bar Examiners (or equivalent entity). Plaintiff alleges that Defendants violated the federal antitrust laws and the common law of unjust enrichment by, *inter alia*, illegally tying and/or bundling the purchase of the portions of their BAR/BRI bar examination preparation courses that relate to the MBE, which Plaintiff alleged to be a separate bar examination preparation course, to the purchase from BAR/BRI of the portions of their courses that relate to the state-specific portion of the bar examination, an alleged relevant product market in which Plaintiff alleged that BAR/BRI possessed market power. Plaintiff alleged that this economically forced or coerced purchasers of BAR/BRI preparation courses for the state-specific portion of the bar exam also to purchase from BAR/BRI a separate bar examination preparation course for the MBE. Plaintiff alleges that as a result of this alleged tying or bundling, Defendants thwarted competition and forced consumers to overpay for bar examination preparation courses.

Defendants deny Plaintiff's allegations, and contend that BAR/BRI's conduct was at all times lawful. Defendants contend that BAR/BRI's bar review courses are designed to assist in preparation for all subjects tested on the various bar exams in the time available to most bar exam takers. Defendants also contend that consumers demand an integrated preparation course, that Plaintiff's two-product construct is theoretical and flawed, and that there is no demand for separate "state specific" and "MBE" courses.

B. The Class

In connection with the proposed Settlement, Plaintiff has 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").

The Court has conditionally certified the Class for settlement purposes, subject to a determination to be made at the Final Settlement Hearing. Excluded from the Class are all officers, employees, and directors of Defendants The Thomson Corporation, Thomson Legal & Regulatory, Inc., as well as their predecessors, past and present affiliates, subsidiaries, directors, officers and employees. The Court has also appointed The Katriel Law Firm and Murray, Frank & Sailer, LLP as Class Counsel.

C. Requests to be Excluded from the Class

If you wish to exclude yourself from the Class, you must do so in writing by mailing a Request for Exclusion via First Class United States Mail, postage prepaid, to the Settlement Administrator, at the following address: Park BAR/BRI Settlement Administrator, c/o Complete Claim Solutions, LLC, P.O. Box 24788, West Palm Beach, FL 33416. Your Request for Exclusion must be postmarked no later than March 6, 2008 (the "Opt-out Deadline"), and must include (a) your name; (b) if different, the name under which you registered for a BAR/BRI course or courses; (c) your current address; and (d) the bar examination(s) with regard to which you purchased a BAR/BRI bar examination preparation course, and the date of your purchase. You should also provide your BAR/BRI identification number, if you know it. **DO NOT CONTACT BAR/BRI FOR INFORMATION IN CONNECTION WITH COMPLETING A REQUEST FOR EXCLUSION.**

If you exclude yourself from the Class, you will (a) not receive any compensation or other benefit from the Settlement; (b) no longer be represented by Class Counsel; and (c) not be bound by the Settlement.

D. Submission of Claim Forms

Any Class Member who wants to be eligible to be paid pursuant to the Settlement must mail a Claim Form postmarked no later than May 15, 2008 to the Settlement Administrator at: Park BAR/BRI Settlement Administrator, c/o Complete Claim Solutions, LLC, P.O. Box 24788, West Palm Beach, FL 33416. A blank Claim Form accompanies this Notice; you may also obtain a copy of the Claim Form from the Settlement Administrator by calling, toll-free, 1-877-625-9445 or downloading a copy from the settlement website, www.ParkBarbriSettlement.com. If you do not submit a Claim Form and also do not submit a Request for Exclusion, you will not receive any payment as a result of the Settlement, but you will nevertheless be bound by the Settlement and all its terms, including the Release described in Part IV of this Notice (if the Court approves the Settlement). You may call the Settlement Administrator for assistance completing the Claim Form at 1-877-625-9445. You may also review the Frequently Asked Questions posted on the Settlement website, www.ParkBarbriSettlement.com, in connection with completing the Claim Form.

If you are an individual and you paid the entire cost of the bar review course(s) you purchased from BAR/BRI yourself, you are the Class Member eligible to receive a payment by submitting a Claim Form.

If a law firm or some other person or organization paid the entire cost of the bar review course(s) you took from BAR/BRI, then the law firm, other person or organization is the Class Member eligible to receive a payment by submitting a Claim Form. Law firms or other payors may submit one Claim Form in respect of multiple courses for which the law firm or other payor paid the entire cost. Such law firms and other payors may call the Settlement Administrator for assistance completing the Claim Form at 1-877-625-9445.

DO NOT CONTACT THE COURT OR BAR/BRI IN CONNECTION WITH QUESTIONS REGARDING THE CLAIM FORM.

E. The Settlement Negotiations

At the time the Parties reached agreement on the proposed Settlement, fact and expert discovery on the merits of the claims had already been completed, and summary judgment motions had been decided by the Court, subject to motions for reconsideration, which had been submitted by the Parties and which were under consideration by the Court at the time the Parties reached an agreement in principle. As part of discovery, Class Counsel reviewed tens of thousands of documents, the Parties took dozens of lay and expert depositions, and written merits discovery was conducted. The process of class certification and class discovery was also in progress at the time the Parties reached an agreement in principle. In connection with their settlement discussions, the Parties attended a mediation session presided over by the Hon. George C. Pratt, a retired federal judge who had served on the United States Court of Appeals for the Second Circuit and the United States District Court for the Eastern District of New York. At all times, the settlement negotiations were conducted at arms-length and in an adversarial fashion, with counsel advocating the best interests of their respective clients.

III. THE PROPOSED SETTLEMENT

Subject to the provisions of the Stipulation and Settlement Agreement executed by the Parties and submitted to the Court, and to final Court approval thereof, the proposed Settlement would conclude the Lawsuit and provide certain relief as explained below.

Pursuant to the proposed Settlement, Defendants will pay \$13 million into a Settlement Fund. The Settlement Fund will be used to pay (a) the costs of administering the Settlement, including the costs of providing notice and processing claims filed by Class Members, as set forth in the Stipulation and Settlement Agreement; (b) claims filed by Class Members, such that each eligible Class Member timely filing a Claim Form (attached hereto) by May 15, 2008, the Claims Deadline, will receive a payment of not less than \$30 and not more than \$40, with the exact amount to be determined by the Settlement Administrator and Class Counsel (in accordance with the Final Order and Judgment) after the expiration of the claims deadline, based upon the total number of claims filed, the number of Class Members seeking exclusion from the Class and the balance of the Settlement Fund after payment of all fees and expenses approved by the Court; (c) Class Counsel's fees and expenses, as approved by the Court; and (d) any incentive award to Plaintiff Anthony Park approved by the Court. If approved by the Court, the balance of the Settlement Fund remaining after payment of all Claims, administrative fees and expenses and attorneys' fees and expenses will constitute a *cy pres* award to the BAR/BRI Public Interest Law Fund, to be administered by the American Bar Association. The BAR/BRI Public Interest Law Fund will provide monetary aid to law students entering or agreeing to enter the public service or law school graduates who have entered the public service, subject to verifiable criteria. In no event shall a *cy pres* distribution be used directly or indirectly to compensate Defendants or their affiliates.

Any payments to eligible Class Members as a result of the proposed Settlement shall be in addition to, and unaffected by, any recovery that may be separately obtained by class members in *Rodriguez v. West Publishing, et. al.*, No .05-cv-3222-R-Mcx (C.D. Cal.), a separate class action.

If approved by the Court, following entry of the Final Order and Judgment, BAR/BRI will offer for sale a BAR/BRI Complete Course, which will be directed towards preparing students for all portions of the bar examination, a BAR/BRI MBE Course, which will be directed towards preparing students for the Multistate Bar Examination (the "MBE"), and BAR/BRI State-Specific Courses, which will be directed towards preparing students for bar examinations other than the MBE. Thus, students will be able to purchase from BAR/BRI bar examination preparation courses solely for those portions of the bar examination for which they wish to make such a purchase, or alternatively be able to purchase a BAR/BRI bar examination preparation course for the entire bar examination. Under the terms of the proposed Settlement, Defendants will be required to continue offering the foregoing course options for a period of three years, unless the Court shortens the three-year period on Defendants' request.

The proposed Settlement is a compromise of disputed claims. It is not an admission of liability by any party. The Court has not made a final determination regarding any of Plaintiff's claims or Defendants' defenses.

All of the costs, fees, and expenses related to this Lawsuit are to be paid out of the Settlement Fund, except as set forth in the Stipulation and Settlement Agreement. Class Counsel have not received any payment for their services in prosecuting this case, nor have they been reimbursed for any out-of-pocket expenses. Class Counsel have fully funded all

expenses incurred by Plaintiff on behalf of the putative class in prosecuting this Lawsuit. Class Counsel will apply to the Court for an award of attorneys' fees and expenses. So long as Class Counsel do not move for a Fee and Expense Award exceeding 25% of the Settlement Fund, not including an allocation of interest on the Settlement Fund as provided in § 3.8 of the Stipulation and Settlement Agreement, Defendants will not oppose Class Counsel's request. Class Counsel will apply to the Court for an incentive award to Plaintiff Anthony Park in an amount not to exceed \$5,000, to be paid from the proceeds of the Settlement Fund, as recognition of the time, effort, and resources expended by Plaintiff in prosecuting this Lawsuit on behalf of the Class. Class Counsel's application for attorneys' fees and expenses and for an incentive award to Plaintiff Anthony Park will be available for inspection in the files maintained by the Clerk of the United States District Court for the Southern District of New York, after they are filed with the Court.

The above is only a summary of the full terms of the proposed Settlement. The entire Stipulation and Settlement Agreement is on file and available for review by the public at the office of the Clerk of the United States District Court for the Southern District of New York. A copy of the Stipulation and Settlement Agreement can also be found at www.ParkBarbriSettlement.com.

IV. THE RELEASE

In addition to the effect of any final judgment that the Court will enter if the proposed Settlement is approved by the Court, the Stipulation and Settlement Agreement provides a full and complete release by each Class Member and his or her heirs, successors, and assigns, to Defendants and their subsidiaries and affiliates, and each of their present and former officers, directors, and employees, and any predecessor or successor firm, from any and all actions and/or causes of action, suits, obligations, etc., whether or not asserted in the above-captioned Lawsuit, with respect to the factual allegations asserted in the Second Amended Complaint. Notwithstanding the foregoing, the release shall not apply to claims asserted in the *Rodriguez v. West Publishing, et. al.*, No. 05-cv-3222-R-Mcx (C.D. Cal.) action. Further, the release will not bar any action or claim to enforce the terms of the Stipulation and Settlement Agreement.

This summary of the terms of the release should be read in conjunction with, and is entirely qualified by, the complete text of the release set forth in the Stipulation and Settlement Agreement.

V. THE FINAL SETTLEMENT HEARING

The Court preliminarily approved the proposed Settlement after a hearing held on December 7, 2007. Accordingly, the Court has scheduled a Final Settlement Hearing in order to determine whether the proposed Settlement should be finally approved.

If you do not wish to object to the Settlement, it is not necessary to appear at the hearing or take any action at this time. Any member of the Class who does not opt-out of the Class by properly and timely mailing a written Request for Exclusion postmarked no later than the Opt-out Deadline may appear at the Final Settlement Hearing in person or by duly authorized attorney and show cause why the Settlement should not be approved as fair, reasonable, and adequate, or to oppose or comment on any other subject of the Hearing, including the request for fees and expenses submitted by Class Counsel and/or the request for an incentive award filed on behalf of Plaintiff Anthony Park, provided that no paper or brief submitted by any such person shall be received or considered by the Court, unless on or before March 6, 2008, a Notice of Intention to Appear and a statement of the position to be asserted and the grounds therefor, together with copies of any supporting papers or briefs is filed with the Office of the Clerk, United States District Court for the Southern District of New York. Such notice must include in a prominent location the name of the case, the case number, and the Judge's name. You must send a copy of those papers, postmarked no later than March 6, 2008 to Class Counsel: Roy A. Katriel, Esq., The Katriel Law Firm, 1101 30th Street, NW, Suite 500, Washington, DC 20007, and to Defendants' Counsel: James P. Tallon, Esq., Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022.

Except as provided herein, no person shall be entitled to contest the terms and conditions of the Settlement, award of attorneys' fees and expenses, or incentive award, and persons who fail to object as provided herein shall be deemed to have waived and shall be forever foreclosed from raising any such objections. You need not appear at the Hearing in order to object or endorse the proposed Settlement.

VI. ADDITIONAL INFORMATION

To find out more information, visit www.ParkBarbriSettlement.com, call 1-877-625-9445, or write to 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 ParkBarbri@CompleteClaimSolutions.com.

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