

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

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In Re ASSISTED LIVING CONCEPTS,
INC. SECURITIES LITIGATION
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Lead Case No. 99-167-AA
(Consolidated Cases)

CLASS ACTION

This document relates to: All Actions
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**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED PARTIAL SETTLEMENT
OF CLASS ACTION AND SETTLEMENT HEARING**

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR ACQUIRED (i) COMMON STOCK OF ASSISTED LIVING CONCEPTS, INC. ("ALC") FROM FEBRUARY 6, 1997, THROUGH MARCH 31, 1999, INCLUSIVE (THE "CLASS PERIOD"); (ii) ALC'S 6% CONVERTIBLE SUBORDINATED DEBENTURES DUE NOVEMBER 2002 ("6% DEBENTURES") FROM OCTOBER 21, 1997, THROUGH MARCH 31, 1999, INCLUSIVE; AND/OR (iii) ALC'S 5 5/8% CONVERTIBLE SUBORDINATED DEBENTURES DUE MAY 2003 ("5 5/8% DEBENTURES") FROM JULY 22, 1998, THROUGH MARCH 31, 1999, INCLUSIVE (THE "CLASS").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED PARTIAL SETTLEMENT OF THIS CLASS ACTION AND, IF YOU ARE A CLASS MEMBER, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT AS FURTHER DESCRIBED BELOW.

SUMMARY OF SETTLEMENT

A. Statement of Plaintiff Recovery: Plaintiffs, individually and as representatives of the Class, have entered into a proposed partial settlement (the "Settlement") of this action (the "Action") that will resolve all claims of the plaintiffs and the Class against defendants ALC; William McBride III, Keren Brown Wilson, Stephen J. Gordon, Rhonda S. Marsh (nka Rhonda S. McBride), Bradley G. Razook, Richard C. Ladd and Gloria Cavanaugh (collectively, the "Individual Defendants"); and Schroder & Co., Inc., Morgan Stanley Dean Witter and Smith Barney, Inc. (collectively, the "Underwriter Defendants" and, together with ALC and the Individual Defendants, the "Settling Defendants"). The Settlement will create a settlement fund (the "Settlement Fund") that totals \$30,000,000 in cash, plus interest. The average recovery per share depends on a number of variables, including when Class members purchased and/or sold ALC common stock or debentures, the number of shares and debentures affected, and the amount of inflation per share or debenture. The expert on damages retained by plaintiffs for settlement purposes estimates that approximately 17 million shares of ALC common stock were traded during the Class Period. Assuming that all affected shares elected to participate in the Settlement, the average recovery per share is estimated by plaintiffs' damages expert at approximately \$1.76 per damaged share, but with some Class members recovering more and some less, depending on when their shares were acquired and if and when their shares were sold, as more fully described in the accompanying Plan of Distribution. The Settlement does not dispose of the claims that plaintiffs have asserted against KPMG Peat Marwick LLP ("KPMG"), ALC's independent auditors during the Class Period, which claims plaintiffs are continuing to prosecute on behalf of the Class.

B. Statement of Potential Outcome: Plaintiffs and Settling Defendants do not agree on the average amount of damages per share or debenture that would be recoverable if plaintiffs prevailed on each claim asserted. The issues on which the parties disagree include (1) the appropriate economic model for determining the amount by which ALC common stock and debentures was allegedly artificially inflated during the Class Period; (2) the amount by which ALC common stock and debentures was allegedly artificially inflated during the Class Period; (3) the effect of various market forces influencing the trading price of ALC common stock and debentures during the Class Period; (4) the extent to which external factors, such as general market conditions, influenced the trading price of ALC common stock and debentures at various times during the Class Period; (5) the extent to which the various matters that plaintiffs alleged were materially false and misleading influenced the trading price of ALC common stock and debentures during the Class Period; and (6) whether the statements made were false, material or otherwise actionable under the federal securities laws. Settling Defendants deny all liability and dispute the maximum amount of damages recoverable if the Class prevailed on each of their claims.

C. Statement of Attorneys' Fees and Costs Sought: Plaintiffs' Co-Lead Counsel have not received any payment for their services in conducting this litigation, nor have they been reimbursed for their out-of-pocket expenditures. Plaintiffs' Co-Lead Counsel intend to apply for an award of attorneys' fees in an amount equal to 25% of the Settlement Fund, or approximately \$0.44 per damaged share. Plaintiffs' Co-Lead Counsel also intend to apply for reimbursement of their out-of-pocket expenses incurred in an amount not to exceed \$100,000, or approximately \$0.01 per share.

D. Reasons for Settlement: Plaintiffs believe that the proposed Settlement is fair, reasonable, and in the best interests of the Class considering the amount of the Settlement, the immediacy of recovery to the Class, and the ability of the Settling Defendants to pay any judgment. Plaintiffs further recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals. Plaintiffs have also considered the uncertain outcome and the risk of any further litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in any such litigation.

E. Identification of Attorneys' Representatives: Any questions regarding the partial Settlement should be directed to Plaintiffs' Co-Lead Counsel: David Rees, Esq., Stoll Stoll Berne Lokting & Shlachter P.C., 209 S.W. Oak Street, Portland, Oregon 97204, (503) 227-1600; Max W. Berger, Esq. and Steven B. Singer, Esq., Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019, (212) 554-1400; and David Kessler, Esq. and Stuart L. Berman, Esq., Schiffrin & Barroway, LLP, Three Bala Plaza East, Suite 400, Bala Cynwyd, PA 19004, (610) 667-7706.

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and pursuant to an Order of the United States District Court for the District of Oregon. The purpose of this Notice is to inform you of the proposed \$30,000,000 Settlement that has been reached in the Action with the Settling Defendants and that a hearing (the "Settlement Hearing") will be held on November 30, 2000, at 10:00 a.m. in the United States District Court for the District of Oregon (the "Court") to consider the fairness, reasonableness and adequacy of (i) the proposed Settlement, which is embodied in a Stipulation of Settlement, dated September 29, 2000 (the "Stipulation"), entered into between Lead Plaintiffs, individually and on behalf of the Class, and the Settling Defendants, (ii) the proposed Plan of Distribution, and (iii) the award of attorneys' fees and expenses to the attorneys for the Class ("Plaintiffs' Counsel").

I. DESCRIPTION OF THE ACTION

(A) Plaintiffs' Allegations

In February and March 1999, numerous class actions were commenced against ALC and certain of the Settling Defendants in the United States District Court for the District of Oregon alleging violations of the federal securities laws. These actions were thereafter consolidated pursuant to Orders of the Court dated June 1, 1999. On June 4, 1999, the Court appointed the Miami Police Relief and Pension Fund, Kevin S. Dubner, Thomas R. Tolley, Perry S. Heitman and Mary Ellen Schraner as Lead Plaintiffs. Plaintiffs filed a Consolidated Class Action Complaint on July 23, 1999, and an Amended Consolidated Class Action Complaint on October 20, 1999 (the "Amended Complaint").

The Amended Complaint asserts claims for relief against the Settling Defendants and KPMG under sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and sections 11, 12(2) and 15 of the Securities Act of 1933 (the "Securities Act"). The Amended Complaint alleges that ALC's publicly reported financial statements for 1996, 1997 and the first three quarters of 1998 were in violation of generally accepted accounting principles ("GAAP") and materially overstated ALC's earnings. On February 1, 1999, ALC announced that it would restate its previously reported financial results for 1997 and the first three quarters of 1998 because it had improperly accounted for a joint venture arrangement. On March 31, 1999, ALC announced that its financial statements for the year ended December 31, 1996, would also be restated. The \$21 million restatement transformed what had previously been reported as a cumulative profit of \$4.6 million for this period into a net loss of \$16.2 million. The Amended Complaint alleges that, as a result of Defendants' dissemination of allegedly false and misleading statements during the Class Period, the market prices of ALC common stock and debentures were artificially inflated, thereby causing damage to Class Members.

(B) Denials of Liability

Settling Defendants deny all wrongdoing as alleged by plaintiffs in this Action and the Settlement should not be construed or deemed to be evidence of, or an admission or a concession on the part of Settling Defendants of, any fault or liability whatsoever on the part of any Settling Defendant or infirmity in any defenses they have asserted or intended to assert in the Action. The Settling Defendants, while affirmatively denying wrongdoing, consider it desirable and in their best interests that this Action be dismissed on the terms set forth herein in order to avoid further expense and protracted litigation.

(C) Plaintiffs' Prosecution of the Action

Plaintiffs' Co-Lead Counsel conducted extensive discovery and investigation during the prosecution of the Action, including: (1) the inspection and analysis of tens of thousands of pages of documents produced by ALC and the Underwriter Defendants; (2) the inspection and analysis of workpapers produced by KPMG which detailed the restatement of ALC's previously issued financial statements; (3) the inspection and analysis of documents produced by relevant third parties, including ALC's joint venture partner; (4) the inspection and analysis of documents filed by ALC's joint venture partner with state regulatory agencies; (5) interviews with former employees of ALC and members of ALC's joint venture partner; and (6) the review of ALC's public filings, press releases, newspaper and magazine articles and other public statements.

Plaintiffs also consulted with forensic accounting experts to assist in understanding the complicated accounting issues implicated by the alleged accounting improprieties. Plaintiffs also consulted with a damage expert concerning issues of materiality, causation and the amount of damages sustained by the Class.

Plaintiffs also successfully opposed the motion to dismiss the Amended Complaint filed by KPMG, which was denied in its entirety by the Court pursuant to an Opinion and Order dated March 27, 2000.

(D) Settlement Discussions

Plaintiffs and Settling Defendants, by their counsel, conducted protracted arm's-length settlement negotiations over a period of more than three months. Plaintiffs and Settling Defendants agreed to the basic terms of settlement following a day-long mediation in Portland held before a private mediator. The settlement, however, was subject to the approval of the Company's director and officer liability insurers, National Union Fire Insurance Company of Pittsburgh, PA ("National Union") and Federal Insurance Company ("Federal" and, together with National Union, the "Carriers"), each of which had issued insurance policies insuring ALC's directors and officers against certain losses, including securities law claims.

Following that mediation, the Carriers raised certain coverage issues that resulted in the filing of litigation between the Carriers and the Company. Accordingly, the District Court ordered the parties to attend a settlement conference before the Honorable Michael R. Hogan, Chief Judge of the United States District Court for the District of Oregon, to attempt to resolve the outstanding issues. Following three separate settlement conferences held before Judge Hogan, plaintiffs, Settling Defendants and the Carriers reached an agreement to settle the Action, the terms of which are described below and set forth more fully in the Stipulation.

II. TERMS OF THE PROPOSED PARTIAL SETTLEMENT

In full settlement of the Action against the Settling Defendants, the Settling Defendants will pay a total of \$30,000,000 in cash (the "Settlement Payment") into the Settlement Fund, as follows:

1. ALC's Contribution to the Settlement Fund: ALC will pay \$10,018,385 into the Settlement Fund, to be documented in a non-interest bearing note (the "Note") collateralized by certain residences satisfactory to Plaintiffs' Co-Lead Counsel, and payable in four quarterly installments of approximately \$2,255,000 each, commencing no later than October 23, 2000, with a fifth and final payment of \$1,000,000 due within ninety days following the final quarterly payment.

2. The Underwriter Defendants' Contribution to the Settlement Fund: The Underwriter Defendants will pay the sum of \$981,615 in cash into the Settlement Fund.

3. Payments on Behalf of the Individual Defendants: On behalf of the Individual Defendants, the Carriers will pay a total of \$19,000,000 in cash into the Settlement Fund, as follows:

- a. In two separate payments, National Union will pay the sum of \$9,000,000 in cash into the Settlement Fund.
- b. Federal will pay the sum of \$10,000,000 in cash into the Settlement Fund.

The Settlement does not affect the Class' claims against KPMG, which continue to be prosecuted.

The consideration for the Settlement Payment is the entry by the Court of an Order and Final Judgment which will dismiss the Class Action against the Settling Defendants with prejudice, and bar and permanently enjoin plaintiffs and each Class Member (with the exception of those who request exclusion from the Class by January 31, 2001, in the manner described herein), whether or not such Class Member has submitted a Proof of Claim, from prosecuting the Released Claims, as defined below, and any such Class Member shall be conclusively deemed to have fully, finally and forever released, relinquished and discharged any and all such Released Claims.

As used herein, "Released Claims" means all claims, rights, causes of action, suits, matters and issues, whether known or unknown arising out of or related to the subject matter of the Action or claims asserted by or on behalf of plaintiffs or any member of the Class, whether individual, class, derivative, representative, legal, equitable or any other type or in any other capacity, against any one or more Released Party.

Upon approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Settlement Fund will be distributed as follows:

A. To pay costs and expenses in connection with providing Notice to the members of the Class and administering the Settlement on behalf of the Class;

B. To pay Plaintiffs' Counsel's attorneys' fees and reimbursement of expenses, with interest thereon (the "Fee Award"), if and to the extent allowed by the Court;

C. To pay the reasonable costs incurred in the preparation of any tax returns required to be filed on behalf of the Settlement Fund as well as the taxes (and any interest and penalties determined to be due thereon) owed by reason of the earnings of the Settlement Fund, including taxes and tax expenses;

D. Subject to the approval by the Court of the Plan of Distribution, which is attached to this Notice, the balance of the Settlement Fund (the "Net Settlement Fund"), shall be distributed in accordance with the Plan of Distribution to Class Members who submit valid, timely Proofs of Claim ("Authorized Claimants"); and

E. Based upon the length of time over which the Settlement will be funded, the possibility exists that, upon Court approval, more than one distribution of the Net Settlement Fund will be made.

III. BENEFITS OF THE SETTLEMENT

Plaintiffs have agreed to the Settlement, pursuant to the provisions of the Stipulation, after considering: (i) the present financial condition of ALC and the likelihood that ALC might not have been able to withstand any judgment in excess of the Settlement that plaintiffs obtained; (ii) the substantial and immediate benefits that the members of the Class will receive from the Settlement; (iii) the attendant risks of trial, especially in complex actions such as this Action; (iv) the uncertainty relating to the proof of the allegations contained in the Amended Complaint against some of the Settling Defendants; (v) the difficulty of collecting additional damages from the Settling Defendants, even if won at trial; and (vi) the conclusion of Plaintiffs' Co-Lead Counsel, which was based on a full understanding of the facts and the relative strengths and weaknesses of plaintiffs' claims, that resolution of the Action against the Settling Defendants upon the terms set forth in the Stipulation is in the best interests of the Class and represents an excellent recovery for the Class.

IV. PARTICIPATION IN THE SETTLEMENT; PROOFS OF CLAIM

Only those Class members who purchased or otherwise acquired ALC common stock, 6% Debentures, or 5 5/8% Debentures during the Class Period will share in the distribution of the Settlement Fund. As a condition of the Settlement, each person claiming to be an Authorized Claimant shall be required to submit a separate Proof of Claim no later than January 31, 2001, to the address set forth in the attached Proof of Claim form. Unless otherwise ordered by the Court, any Class Member who fails to submit a Proof of Claim by January 31, 2001, shall be forever barred from receiving any payments pursuant to the Settlement set forth in the Stipulation, but will in all other respects be subject to the provisions of the Stipulation, including the terms of any judgment entered and the releases given.

The Proof of Claim includes a general release of each of the Settling Defendants in the form set forth in the Proof of Claim accompanying this Notice and supported by such documents as specified in the Proof of Claim as are reasonably available to the Authorized Claimant. The Proof of Claim is enclosed herewith. Extra copies can be obtained from the address noted below:

Assisted Living Concepts Securities Litigation
c/o The Garden City Group, Claims Administrator
P.O. Box 9414
Garden City, New York 11530-9414
Website: www.alcsecuritieslit.com
Phone number: (800) 222-4095

The Court has reserved jurisdiction to allow, disallow or adjust the Claim of any Class member on equitable grounds. The Court also reserves the right to modify the Plan of Distribution without further notice to the Class. Payment pursuant to the Plan of Distribution attached hereto shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs' Co-Lead Counsel or the Claims Administrator or other agent designated by Plaintiffs' Co-Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Distribution, or further orders of the Court. Settling Defendants shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Distribution or the determination, administration, calculation, or payment of Claims or non-performance of its duties, the payment or withholding of taxes owed by the Settlement Fund or any losses incurred in connection therewith.

V. REQUEST FOR EXCLUSION

A member of the Class will be bound by the proposed Settlement provided for in the Settlement Stipulation, in the event it is approved by the Court, and by any judgment or determination of the Court affecting the Class, unless such member shall mail by first-class mail a written request for exclusion from the Class, postmarked no later than November 15, 2000, addressed to: Assisted Living Concepts Securities Litigation, P.O. Box 9414, Garden City, New York 11530-9414. Such request for exclusion must state the name and address of the person seeking exclusion and identify by date, quantity, and purchase or sales price, all transactions in ALC common stock and debentures during the Class Period. A request for exclusion shall not be effective unless it is made in the manner and within the time set forth in this paragraph. If a member of the Class requests to be excluded, that Class member will not receive any benefit provided for in the Stipulation in the event that the Settlement is approved by the Court. Any member of the Class who does not request exclusion in the manner provided for herein may, but need not, enter an appearance in this Action, at his own cost, through counsel of his own choice. If he does not enter an appearance, he will be represented by Plaintiffs' Co-Lead Counsel identified above. If the proposed Settlement is finally approved by the Court, it will be binding on all Class Members who have not timely elected to be excluded from the Class.

VI. THE HEARING

The Settlement Hearing will be held before the Honorable Ann Aiken, United States District Court Judge, on November 30, 2000, at 10:00 a.m. at the Mark O. Hatfield United States Courthouse, District of Oregon, 1000 S.W. Third Avenue, Portland, Oregon 97204, for the purpose of determining whether an Order and Final Judgment should be entered: (1) approving the proposed Settlement as fair, reasonable and adequate; (2) dismissing the Action on the merits and with prejudice as against the Settling Defendants; (3) approving the Plan of Distribution which is attached hereto; (4) awarding attorneys' fees and expenses from the Settlement Fund; and (5) barring plaintiffs and all Class members from prosecuting, pursuing, or litigating any of the Released Claims against any of the Settling Defendants. The Settlement Hearing may be continued or adjourned from time to time by the Court at the Settlement Hearing or any continued or adjourned session thereof without further notice.

Any member of the Class who does not request exclusion by November 15, 2000, may appear at the Settlement Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard, unless his, her or its objection or opposition is made in writing and is filed, together with copies of all other papers and briefs to be submitted to the Court at the Settlement Hearing, by him, her or it (including proof of all purchases of ALC common stock and debentures during the Class Period) with the Court no later than November 15, 2000, and showing due proof of service on the following:

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.
DAVID F. REES, ESQ.
209 S.W. OAK STREET, FIFTH FLOOR
PORTLAND, OREGON 97204

Unless otherwise ordered by the Court, any member of the Class who does not make his objection or opposition in the manner provided shall be deemed to have waived all objections to the foregoing matters.

VII. ATTORNEYS' FEES, COSTS AND EXPENSES OF PLAINTIFFS' ATTORNEYS

Plaintiffs' Co-Lead Counsel will apply to the Court at the Settlement Hearing described above for a collective award of attorneys' fees to all plaintiffs' law firms equal to 25% of the Settlement Fund including any accrued interest thereon, and reimbursement of expenses not to exceed \$100,000, which were advanced in connection with the Action, together with interest earned on said sums.

To date, Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of plaintiffs and the Class, nor have counsel been reimbursed for their out-of-pocket expenses. The fee requested by Plaintiffs' Co-Lead Counsel would 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. The fee requested is within the range of fees awarded to Plaintiffs' Counsel under similar circumstances in litigation of this type.

VIII. NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

Banks, brokerage firms, institutions, and other persons who are nominees for beneficial purchasers who purchased or otherwise acquired ALC common stock or debentures during the Class Period are requested within ten (10) days of receipt of this Notice, to: (1) provide Plaintiffs' Co-Lead Counsel with the names and addresses of such beneficial purchasers; or (2) forward a copy of this Notice to each such beneficial purchaser and provide Plaintiffs' Co-Lead Counsel with written confirmation that the Notice has been so forwarded. Plaintiffs' Co-Lead Counsel offers to prepay your reasonable costs and expenses of complying with this provision upon submission of appropriate documentation. Additional, postage pre-paid copies of this Notice may be obtained from Plaintiffs' Co-Lead Counsel for forwarding to such beneficial owners. All such correspondence to Plaintiffs' Co-Lead Counsel should be addressed as follows:

Assisted Living Concepts Securities Litigation
c/o The Garden City Group, Claims Administrator
P.O. Box 9414
Garden City, New York 11530-9414

IX. EXAMINATION OF PAPERS AND INQUIRIES

This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in this Action, reference is made to the pleadings, to the Stipulation and to other papers filed in this Action which may be inspected at the Office of the Clerk of the United States District Court for the District of Oregon, Mark O. Hatfield United States Courthouse, 1000 S.W. Third Avenue, Portland, Oregon 97204, during business hours of each business day.

Inquiries regarding this Action should be addressed as follows:

Assisted Living Concepts Securities Litigation
c/o The Garden City Group, Claims Administrator
P.O. Box 9414
Garden City, New York 11530-9414
Website: www.alcsecuritieslit.com
Phone Number: (800) 222-4095

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

DATED: OCTOBER 5, 2000

BY ORDER OF THE COURT

PLAN OF DISTRIBUTION

I. INTRODUCTORY PROVISIONS

To receive a distribution from the Net Settlement Fund, all persons or entities must:

1. Establish membership in the Class;
2. Complete a valid claim form and supply all required documentation;
3. Submit the completed claim form and documentation so that it is postmarked for mailing to the Claims Administrator on or before January 31, 2001.

II. CALCULATION OF LOSS AMOUNT FOR CLAIMS

A "Loss Amount" will be calculated for each purchase or acquisition of ALC common stock or debentures that is listed in the claim form, and for which adequate documentation is provided. The calculation of the Loss Amount will depend upon several factors:

1. The type of publicly traded security purchased or acquired (common stock or debentures);
2. When the security was purchased or acquired; and
3. Whether the security was held until the conclusion of the Class Period (March 31, 1999) or whether it was sold during the Class Period and, if so, when it was sold.

III. EFFECT OF STOCK SPLIT DURING THE CLASS PERIOD

Loss Amounts for ALC common stock will be adjusted to reflect the effect of the two-for-one stock split that became effective on July 10, 1997. Each ALC share purchased prior to July 10, 1997, will be considered to be two shares for the purpose of computing Loss Amounts. No such adjustment will be made for shares purchased or acquired on or after July 10, 1997.

IV. BASIS FOR CALCULATION OF LOSS AMOUNT

Loss Amounts are based on the level of artificial inflation in the prices of ALC stock and debentures, as determined by plaintiffs' damages expert.

A. ALC Common Stock

Plaintiffs' damages expert calculated the reasonable percentage of artificial inflation in the daily closing market prices for ALC common stock for each day in the Class Period that, in its opinion, was attributable to the alleged wrongdoing. Plaintiffs' damages expert analyzed the market price reaction to public disclosures that revealed or described the alleged misrepresentations or their effects. The expert then measured the percentage price decline associated with each particular disclosure, adjusted that price reaction to eliminate the effects, if any, attributable to general market or industry conditions, and then used standard statistical techniques to ensure that the price reaction was statistically significant. Plaintiffs' expert, thus, isolated the price effect that the expert reasonably believed was caused by the alleged fraud.

By accumulating the total isolated market reaction attributable to each public disclosure of the alleged fraud, plaintiffs' expert determined the reasonable amount of total artificial inflation in the market price of ALC stock. Plaintiffs' damages expert allocated the total artificial inflation as of the end of the Class Period to each quarterly period before that day in direct proportion to the relationship that each such period's overstatement bore to the total amount of earnings overstatement in ALC's publicly reported financial statements. The Company overstated each quarter's earnings throughout the Class Period; accordingly, the cumulative amount of earnings overstatement grew for each succeeding quarter, which caused the estimated percentage of artificial inflation to increase proportionately with each quarterly earnings announcement.

1. For shares of ALC common stock purchased or acquired during the period from February 6, 1997, through the close of trading on March 31, 1999:

a. And that were still held as of the close of trading on March 31, 1999: The Loss Amount is the amount indicated in Table A for the date that share was purchased or acquired.

b. And that were sold during the period from February 1, 1999 (the date ALC first disclosed a restatement of certain of its financial statements) through the close of trading on March 31, 1999: The Loss Amount is the amount by which the Loss Amount per share on the date of purchase or acquisition exceeds the Loss Amount per share on the date of sale, each as set forth in Table A.

2. For shares of ALC Common stock purchased or acquired during the period from February 6, 1997, through the opening of trading on February 1, 1999, and that were sold during the same time period, the Loss Amount is \$0, because (i) both the purchase and sale occurred before any adverse information about ALC's accounting improprieties was publicly disclosed; (ii) the percentage of artificial inflation in the closing market price, as determined by plaintiffs' damages expert, increased throughout the period from February 6, 1997 through the opening of trading on February 1, 1999; and (iii) plaintiffs have not found evidence that any decline in the price of ALC stock that occurred prior to the opening of trading on February 1, 1999 was related to the alleged fraud.

B. 6% Convertible Subordinated Debentures due November 2002

1. For ALC's 6% Convertible Subordinated Debentures Due November 2002 (the "6% Debentures") purchased or acquired during the period from October 21, 1997 through the opening of trading on February 1, 1999:

a. And that were still held as of the close of trading on March 31, 1999: The Loss Amount is the lesser of (i) the purchase price or \$80.75 (the price of the 6% Debentures prior to the Company's February 1, 1999 announcement) minus (ii) the greater of the sale price or \$58.20 (the value of the 6% Debentures at the end of the Class Period, as determined by plaintiffs' damages expert).

b. And that were sold during the period from February 1, 1999 through the close of trading on March 31, 1999: The Loss Amount is (i) the lesser of the purchase price or \$80.75 minus (ii) the greater of the sale price and \$58.20.

c. And that were sold prior to the opening of trading on February 1, 1999: The Loss Amount is \$0, because (i) both the purchase and sale occurred before any adverse information about ALC's alleged accounting improprieties was publicly disclosed; and (ii) plaintiffs have not found evidence that any decline in the price of the 6% Debentures that occurred prior to the opening of trading on February 1, 1999, was related to the alleged misstatements.

2. For 6% Debentures purchased or acquired during the period from February 1, 1999, through the close of trading on March 31, 1999, inclusive:

a. And that were still held as of the close of trading on March 31, 1999: The Loss Amount is (i) the lesser of the purchase price or \$80.75 minus (ii) \$58.20.

b. And that were sold during the period from February 1, 1999, through the close of trading on March 31, 1999: The Loss Amount is (i) the lesser of the purchase price or \$80.75 minus (ii) the greater of the sale price and \$58.20.

C. 5 5/8% Convertible Subordinated Debentures due May 2003

1. For ALC's 5 5/8% Convertible Subordinated Debentures due November 2002 (the "5 5/8% Debentures") that were purchased or acquired during the period from July 22, 1998 through the opening of trading on February 1, 1999:

a. And that were still held as of the close of trading on March 31, 1999: The Loss Amount is (i) the lesser of the purchase price or \$82.125 (the price of the 5 5/8% Debentures prior to the Company's February 1, 1999 announcement) minus (ii) the greater of the sale price or \$56.78 (the value of the 5 5/8% Debentures at the end of the Class Period, as determined by plaintiffs' damages expert).

b. And that were sold during the period from February 1, 1999 through the close of trading on March 31, 1999: The Loss Amount is the lesser of (i) the purchase price or \$82.125 minus (ii) the greater of the sale price or \$56.78.

c. And that were sold prior to the opening of trading on February 1, 1999: The Loss Amount is \$0, because (i) both the purchase and sale occurred before any adverse information about ALC's accounting improprieties was publicly disclosed; and (ii) plaintiffs have not found evidence that any decline in the price of the 5 5/8% Debentures that occurred prior to the opening of trading on February 1, 1999, was related to the alleged misstatements.

2. For 5 5/8% Debentures purchased or acquired during the period from February 1, 1999, through the close of trading on March 31, 1999:

a. And that were sold during the period from February 1, 1999, through the close of trading on March 31, 1999: The Loss Amount is (i) the lesser of the purchase price or \$82.125 minus (ii) the greater of the sale price or \$56.78.

b. And that were still held as of the close of trading on March 31, 1999: The Loss Amount is (i) the lesser of the purchase price or \$82.125 minus (ii) \$56.78.

V. GENERAL PROVISIONS

1. Each Authorized Claimant shall recover his or her Loss Amount. However, in the event that the sum total of Loss Amounts of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each such Authorized Claimant shall receive his/her pro rata share of the Net Settlement Fund, which shall be his/her Loss Amount divided by the total of all Loss Amounts to be paid from the Net Settlement Fund, multiplied by the total amount in the Net Settlement Fund.

2. If the Net Settlement Fund exceeds the sum total amount of the Loss Amounts of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Authorized Claimants entitled to receive payment out of the Net Settlement Fund until such Authorized Claimants have received an amount equal to 100% of their Loss Amounts.

3. Each Authorized Claimant will be required to provide proof of his or her ownership position in (i) ALC common stock as of February 6, 1997 (the first day of the Class Period); (ii) the 6% Debentures as of October 21, 1997 and (iii) the 5 5/8% Debentures as of July 22, 1998. Any sales of such securities during the Class Period will first be offset against the Authorized Claimant's opening position in each security. Remaining sales will be offset against the Authorized Claimant's purchases during the Class Period by matching the earliest subsequent sale with the earliest purchase and chronologically thereafter for purposes of the Claim calculations.

4. All profits on transactions in ALC securities during the Class Period shall be subtracted from all losses to determine the net Claim of each Class Member. If the Class Member made a net profit, the value of his, her or its Claim shall be zero.

5. If the Authorized Claimant acquired ALC common stock, 6% Debentures or 5 5/8% Debentures during the Class Period by means of a gift, inheritance or operation of law, the Authorized Claimant's Claim will be computed by using the price of such security on the original date of purchase and not the date of transfer, unless the transfer resulted in a taxable event or other change in the cost basis of the securities. To the extent that ALC common stock was originally purchased prior to commencement of the Class Period, and there was no such taxable event or change in cost basis at the time of transfer, the Authorized Claimant's Claim for that acquisition shall be zero.

TABLE A
Common Stock Loss Amounts

Transaction Date	Split-Adjusted Price	Loss Amount	Transaction Date	Split-Adjusted Price	Loss Amount	Transaction Date	Split-Adjusted Price	Loss Amount	Transaction Date	Split-Adjusted Price	Loss Amount
02/06/1997	\$8.44	\$0.54	04/17/1997	\$10.56	\$0.68	06/25/1997	\$14.13	\$1.19	09/03/1997	\$16.25	\$1.90
02/07/1997	\$8.63	\$0.56	04/18/1997	\$10.50	\$0.68	06/26/1997	\$14.00	\$1.18	09/04/1997	\$17.06	\$1.99
02/10/1997	\$8.88	\$0.57	04/21/1997	\$10.44	\$0.67	06/27/1997	\$13.88	\$1.17	09/05/1997	\$16.75	\$1.95
02/11/1997	\$9.44	\$0.61	04/22/1997	\$10.44	\$0.67	06/30/1997	\$13.81	\$1.16	09/08/1997	\$18.00	\$2.10
02/12/1997	\$9.31	\$0.60	04/23/1997	\$10.50	\$0.68	07/01/1997	\$13.78	\$1.16	09/09/1997	\$18.25	\$2.13
02/13/1997	\$9.25	\$0.60	04/24/1997	\$10.75	\$0.69	07/02/1997	\$13.81	\$1.16	09/10/1997	\$18.00	\$2.10
02/14/1997	\$9.19	\$0.59	04/25/1997	\$10.63	\$0.68	07/03/1997	\$13.75	\$1.16	09/11/1997	\$18.25	\$2.13
02/18/1997	\$9.19	\$0.59	04/28/1997	\$10.69	\$0.69	07/07/1997	\$13.75	\$1.16	09/12/1997	\$18.75	\$2.19
02/19/1997	\$9.19	\$0.59	04/29/1997	\$10.75	\$0.90	07/08/1997	\$13.69	\$1.15	09/15/1997	\$18.50	\$2.16
02/20/1997	\$9.06	\$0.58	04/30/1997	\$11.00	\$0.93	07/09/1997	\$13.63	\$1.15	09/16/1997	\$18.44	\$2.15
02/21/1997	\$9.19	\$0.59	05/01/1997	\$10.94	\$0.92	07/10/1997	\$13.50	\$1.14	09/17/1997	\$17.63	\$2.06
02/24/1997	\$9.13	\$0.59	05/02/1997	\$10.94	\$0.92	07/11/1997	\$14.13	\$1.19	09/18/1997	\$18.38	\$2.14
02/25/1997	\$9.38	\$0.60	05/05/1997	\$11.25	\$0.95	07/14/1997	\$14.75	\$1.24	09/19/1997	\$18.00	\$2.10
02/26/1997	\$9.50	\$0.61	05/06/1997	\$11.31	\$0.95	07/15/1997	\$15.63	\$1.32	09/22/1997	\$17.50	\$2.04
02/27/1997	\$9.38	\$0.60	05/07/1997	\$11.31	\$0.95	07/16/1997	\$16.63	\$1.40	09/23/1997	\$17.00	\$1.98
02/28/1997	\$9.31	\$0.60	05/08/1997	\$11.31	\$0.95	07/17/1997	\$16.75	\$1.41	09/24/1997	\$17.13	\$2.00
03/03/1997	\$9.56	\$0.62	05/09/1997	\$11.38	\$0.96	07/18/1997	\$16.94	\$1.43	09/25/1997	\$16.75	\$1.95
03/04/1997	\$9.81	\$0.63	05/12/1997	\$11.31	\$0.95	07/21/1997	\$16.25	\$1.37	09/26/1997	\$16.63	\$1.94
03/05/1997	\$9.94	\$0.64	05/13/1997	\$11.38	\$0.96	07/22/1997	\$16.25	\$1.37	09/29/1997	\$16.00	\$1.87
03/06/1997	\$10.00	\$0.64	05/14/1997	\$11.75	\$0.99	07/23/1997	\$15.88	\$1.34	09/30/1997	\$16.00	\$1.87
03/07/1997	\$9.75	\$0.63	05/15/1997	\$12.63	\$1.06	07/24/1997	\$15.38	\$1.29	10/01/1997	\$15.75	\$1.84
03/10/1997	\$9.81	\$0.63	05/16/1997	\$12.75	\$1.07	07/25/1997	\$15.75	\$1.33	10/02/1997	\$16.75	\$1.95
03/11/1997	\$9.81	\$0.63	05/19/1997	\$12.88	\$1.08	07/28/1997	\$15.13	\$1.26	10/03/1997	\$17.00	\$1.98
03/12/1997	\$10.00	\$0.64	05/20/1997	\$12.75	\$1.07	07/29/1997	\$14.63	\$1.21	10/06/1997	\$16.75	\$1.95
03/13/1997	\$10.06	\$0.65	05/21/1997	\$12.88	\$1.08	07/30/1997	\$14.63	\$1.21	10/07/1997	\$17.00	\$1.98
03/14/1997	\$10.06	\$0.65	05/22/1997	\$12.75	\$1.07	07/31/1997	\$15.25	\$1.28	10/08/1997	\$16.50	\$1.92
03/17/1997	\$10.06	\$0.65	05/23/1997	\$12.63	\$1.06	08/01/1997	\$15.63	\$1.28	10/09/1997	\$16.75	\$1.95
03/18/1997	\$10.00	\$0.64	05/27/1997	\$12.88	\$1.08	08/04/1997	\$16.00	\$1.87	10/10/1997	\$17.44	\$2.03
03/19/1997	\$10.00	\$0.64	05/28/1997	\$12.88	\$1.08	08/05/1997	\$16.50	\$1.92	10/13/1997	\$17.63	\$2.06
03/20/1997	\$10.38	\$0.67	05/29/1997	\$12.75	\$1.07	08/06/1997	\$16.25	\$1.90	10/14/1997	\$17.94	\$2.09
03/21/1997	\$10.50	\$0.68	05/30/1997	\$12.50	\$1.05	08/07/1997	\$16.44	\$1.92	10/15/1997	\$18.00	\$2.10
03/24/1997	\$10.50	\$0.68	06/02/1997	\$12.88	\$1.08	08/08/1997	\$16.25	\$1.90	10/16/1997	\$18.50	\$2.16
03/25/1997	\$10.50	\$0.68	06/03/1997	\$13.25	\$1.12	08/11/1997	\$15.81	\$1.84	10/17/1997	\$19.25	\$2.25
03/26/1997	\$10.50	\$0.68	06/04/1997	\$13.25	\$1.12	08/12/1997	\$14.75	\$1.72	10/20/1997	\$18.63	\$2.17
03/27/1997	\$10.50	\$0.68	06/05/1997	\$13.50	\$1.14	08/13/1997	\$13.88	\$1.62	10/21/1997	\$20.25	\$2.36
03/31/1997	\$10.50	\$0.68	06/06/1997	\$13.44	\$1.13	08/14/1997	\$13.88	\$1.62	10/22/1997	\$20.50	\$2.39
04/01/1997	\$10.69	\$0.69	06/09/1997	\$13.50	\$1.14	08/15/1997	\$13.88	\$1.62	10/23/1997	\$20.00	\$2.33
04/02/1997	\$10.50	\$0.68	06/10/1997	\$13.75	\$1.16	08/18/1997	\$14.88	\$1.74	10/24/1997	\$20.00	\$2.33
04/03/1997	\$10.38	\$0.67	06/11/1997	\$13.81	\$1.16	08/19/1997	\$15.50	\$1.81	10/27/1997	\$17.88	\$2.09
04/04/1997	\$10.38	\$0.67	06/12/1997	\$13.88	\$1.17	08/20/1997	\$15.94	\$1.86	10/28/1997	\$19.63	\$2.29
04/07/1997	\$10.44	\$0.67	06/13/1997	\$14.50	\$1.22	08/21/1997	\$15.63	\$1.82	10/29/1997	\$19.94	\$2.33
04/08/1997	\$10.56	\$0.68	06/16/1997	\$14.16	\$1.19	08/22/1997	\$15.50	\$1.81	10/30/1997	\$19.88	\$2.32
04/09/1997	\$10.63	\$0.68	06/17/1997	\$13.75	\$1.16	08/25/1997	\$15.50	\$1.81	10/31/1997	\$20.50	\$2.39
04/10/1997	\$10.50	\$0.68	06/18/1997	\$13.75	\$1.16	08/26/1997	\$15.69	\$1.83	11/03/1997	\$22.38	\$4.34
04/11/1997	\$10.19	\$0.66	06/19/1997	\$14.06	\$1.18	08/27/1997	\$15.63	\$1.82	11/04/1997	\$19.69	\$3.81
04/14/1997	\$10.06	\$0.65	06/20/1997	\$14.13	\$1.19	08/28/1997	\$16.00	\$1.87	11/05/1997	\$19.25	\$3.73
04/15/1997	\$10.25	\$0.66	06/23/1997	\$13.75	\$1.16	08/29/1997	\$15.88	\$1.85	11/06/1997	\$19.38	\$3.75
04/16/1997	\$10.56	\$0.68	06/24/1997	\$14.13	\$1.19	09/02/1997	\$16.00	\$1.87	11/07/1997	\$19.38	\$3.75

TABLE A
(Continued)
Common Stock Loss Amounts

Transaction Date	Split-Adjusted Price	Loss Amount	Transaction Date	Split-Adjusted Price	Loss Amount	Transaction Date	Split-Adjusted Price	Loss Amount	Transaction Date	Split-Adjusted Price	Loss Amount
11/10/1997	\$18.13	\$3.51	03/19/1998	\$20.63	\$5.63	07/24/1998	\$16.88	\$5.22	11/27/1998	\$12.94	\$8.40
11/11/1997	\$18.00	\$3.49	03/20/1998	\$20.63	\$5.63	07/27/1998	\$16.38	\$5.07	11/30/1998	\$12.38	\$8.04
11/12/1997	\$17.00	\$3.29	03/23/1998	\$20.19	\$5.51	07/28/1998	\$15.38	\$4.76	12/01/1998	\$11.81	\$7.67
11/13/1997	\$18.00	\$3.49	03/24/1998	\$20.00	\$5.46	07/29/1998	\$15.00	\$4.64	12/02/1998	\$11.69	\$7.59
11/14/1997	\$18.00	\$3.49	03/25/1998	\$19.63	\$5.36	07/30/1998	\$14.63	\$7.93	12/03/1998	\$11.38	\$7.39
11/17/1997	\$18.25	\$3.54	03/26/1998	\$19.44	\$5.31	07/31/1998	\$13.63	\$7.39	12/04/1998	\$11.00	\$7.14
11/18/1997	\$17.81	\$3.45	03/27/1998	\$20.06	\$5.48	08/03/1998	\$13.88	\$7.52	12/07/1998	\$10.94	\$7.10
11/19/1997	\$18.00	\$3.49	03/30/1998	\$21.00	\$5.74	08/04/1998	\$13.00	\$7.05	12/08/1998	\$10.81	\$7.02
11/20/1997	\$18.00	\$3.49	03/31/1998	\$21.25	\$5.80	08/05/1998	\$14.00	\$7.59	12/09/1998	\$10.88	\$7.06
11/21/1997	\$17.63	\$3.41	04/01/1998	\$21.25	\$5.80	08/06/1998	\$14.25	\$7.72	12/10/1998	\$10.63	\$6.90
11/24/1997	\$17.00	\$3.29	04/02/1998	\$20.50	\$5.60	08/07/1998	\$15.50	\$8.40	12/11/1998	\$10.38	\$6.74
11/25/1997	\$16.50	\$3.20	04/03/1998	\$20.88	\$5.70	08/10/1998	\$15.69	\$8.50	12/14/1998	\$10.00	\$6.50
11/26/1997	\$17.00	\$3.29	04/06/1998	\$21.38	\$5.84	08/11/1998	\$14.50	\$7.86	12/15/1998	\$9.88	\$6.41
11/28/1997	\$17.13	\$3.32	04/07/1998	\$20.13	\$5.50	08/12/1998	\$14.50	\$7.86	12/16/1998	\$10.38	\$6.74
12/01/1997	\$17.50	\$3.39	04/08/1998	\$20.06	\$5.48	08/13/1998	\$13.94	\$7.56	12/17/1998	\$10.50	\$6.82
12/02/1997	\$17.88	\$3.46	04/09/1998	\$20.06	\$5.48	08/14/1998	\$13.94	\$7.56	12/18/1998	\$10.69	\$6.94
12/03/1997	\$17.75	\$3.44	04/13/1998	\$19.75	\$5.39	08/17/1998	\$13.44	\$7.28	12/21/1998	\$11.00	\$7.14
12/04/1997	\$17.38	\$3.37	04/14/1998	\$20.00	\$5.46	08/18/1998	\$13.19	\$7.15	12/22/1998	\$10.88	\$7.06
12/05/1997	\$17.25	\$3.34	04/15/1998	\$20.25	\$5.53	08/19/1998	\$13.13	\$7.12	12/23/1998	\$11.00	\$7.14
12/08/1997	\$17.75	\$3.44	04/16/1998	\$19.56	\$5.34	08/20/1998	\$12.63	\$6.84	12/24/1998	\$11.81	\$7.67
12/09/1997	\$17.69	\$3.43	04/17/1998	\$19.88	\$5.43	08/21/1998	\$12.63	\$6.84	12/28/1998	\$11.38	\$7.39
12/10/1997	\$17.88	\$3.46	04/20/1998	\$19.88	\$5.43	08/24/1998	\$12.69	\$6.88	12/29/1998	\$11.69	\$7.59
12/11/1997	\$17.50	\$3.39	04/21/1998	\$19.75	\$5.39	08/25/1998	\$12.94	\$7.01	12/30/1998	\$11.75	\$7.63
12/12/1997	\$17.31	\$3.35	04/22/1998	\$19.00	\$5.19	08/26/1998	\$12.44	\$6.74	12/31/1998	\$13.13	\$8.52
12/15/1997	\$17.38	\$3.37	04/23/1998	\$19.38	\$5.29	08/27/1998	\$13.00	\$7.05	01/04/1999	\$12.19	\$7.92
12/16/1997	\$17.38	\$3.37	04/24/1998	\$18.63	\$5.09	08/28/1998	\$13.38	\$7.25	01/05/1999	\$11.94	\$7.75
12/17/1997	\$17.75	\$3.44	04/27/1998	\$18.13	\$4.95	08/31/1998	\$12.69	\$6.88	01/06/1999	\$12.00	\$7.79
12/18/1997	\$17.50	\$3.39	04/28/1998	\$18.19	\$4.97	09/01/1998	\$12.88	\$6.98	01/07/1999	\$12.13	\$7.88
12/19/1997	\$17.81	\$3.45	04/29/1998	\$18.25	\$4.98	09/02/1998	\$13.13	\$7.12	01/08/1999	\$11.88	\$7.71
12/22/1997	\$17.94	\$3.48	04/30/1998	\$18.31	\$5.00	09/03/1998	\$12.56	\$6.81	01/11/1999	\$11.88	\$7.71
12/23/1997	\$17.50	\$3.39	05/01/1998	\$18.00	\$4.92	09/04/1998	\$12.50	\$6.78	01/12/1999	\$11.50	\$7.47
12/24/1997	\$17.63	\$3.41	05/04/1998	\$17.88	\$4.88	09/08/1998	\$14.56	\$7.89	01/13/1999	\$11.63	\$7.55
12/26/1997	\$17.75	\$3.44	05/05/1998	\$17.50	\$4.78	09/09/1998	\$14.06	\$7.62	01/14/1999	\$11.50	\$7.47
12/29/1997	\$18.00	\$3.49	05/06/1998	\$17.44	\$4.76	09/10/1998	\$13.69	\$7.42	01/15/1999	\$12.38	\$8.04
12/30/1997	\$19.88	\$3.85	05/07/1998	\$17.50	\$5.42	09/11/1998	\$14.00	\$7.59	01/19/1999	\$12.00	\$7.79
12/31/1997	\$19.75	\$3.83	05/08/1998	\$17.50	\$5.42	09/14/1998	\$13.63	\$7.39	01/20/1999	\$12.75	\$8.28
01/02/1998	\$19.25	\$3.73	05/11/1998	\$17.00	\$5.26	09/15/1998	\$13.63	\$7.39	01/21/1999	\$12.75	\$8.28
01/05/1998	\$19.31	\$3.74	05/12/1998	\$16.19	\$5.01	09/16/1998	\$15.00	\$8.13	01/22/1999	\$13.56	\$8.81
01/06/1998	\$20.88	\$4.04	05/13/1998	\$15.75	\$4.88	09/17/1998	\$14.25	\$7.72	01/25/1999	\$14.13	\$9.17
01/07/1998	\$20.50	\$3.97	05/14/1998	\$16.00	\$4.95	09/18/1998	\$14.88	\$8.06	01/26/1999	\$14.50	\$9.42
01/08/1998	\$20.00	\$3.88	05/15/1998	\$16.00	\$4.95	09/21/1998	\$14.63	\$7.93	01/27/1999	\$13.88	\$9.01
01/09/1998	\$19.50	\$3.78	05/18/1998	\$15.25	\$4.72	09/22/1998	\$15.31	\$8.30	01/28/1999	\$13.50	\$8.77
01/12/1998	\$19.25	\$3.73	05/19/1998	\$15.00	\$4.64	09/23/1998	\$16.75	\$9.08	01/29/1999	\$12.63	\$8.20
01/13/1998	\$19.00	\$3.68	05/20/1998	\$14.25	\$4.41	09/24/1998	\$15.75	\$8.54	02/01/1999	\$6.00	\$1.59
01/14/1998	\$18.38	\$3.56	05/21/1998	\$14.13	\$4.37	09/25/1998	\$15.31	\$8.30	02/02/1999	\$6.81	\$2.41
01/15/1998	\$18.38	\$3.56	05/22/1998	\$14.50	\$4.49	09/28/1998	\$14.56	\$7.89	02/03/1999	\$6.63	\$2.35
01/16/1998	\$19.63	\$3.80	05/26/1998	\$15.00	\$4.64	09/29/1998	\$14.00	\$7.59	02/04/1999	\$6.38	\$2.26
01/20/1998	\$18.88	\$3.66	05/27/1998	\$14.50	\$4.49	09/30/1998	\$14.19	\$7.69	02/05/1999	\$6.25	\$2.22
01/21/1998	\$19.00	\$3.68	05/28/1998	\$15.25	\$4.72	10/01/1998	\$12.81	\$6.95	02/08/1999	\$6.00	\$2.13
01/22/1998	\$19.00	\$3.68	05/29/1998	\$16.19	\$5.01	10/02/1998	\$12.56	\$6.81	02/09/1999	\$6.31	\$2.24
01/23/1998	\$18.88	\$3.66	06/01/1998	\$17.00	\$5.26	10/05/1998	\$12.63	\$6.84	02/10/1999	\$6.25	\$2.22
01/26/1998	\$18.88	\$3.66	06/02/1998	\$17.00	\$5.26	10/06/1998	\$12.31	\$6.67	02/11/1999	\$5.94	\$2.10
01/27/1998	\$18.63	\$3.61	06/03/1998	\$17.13	\$5.30	10/07/1998	\$11.31	\$6.13	02/12/1999	\$5.81	\$2.06
01/28/1998	\$18.00	\$3.49	06/04/1998	\$17.19	\$5.32	10/08/1998	\$11.13	\$6.03	02/16/1999	\$5.50	\$1.95
01/29/1998	\$18.00	\$3.49	06/05/1998	\$17.19	\$5.32	10/09/1998	\$12.50	\$6.78	02/17/1999	\$4.94	\$1.75
01/30/1998	\$17.63	\$3.41	06/08/1998	\$17.13	\$5.30	10/12/1998	\$12.00	\$6.51	02/18/1999	\$4.81	\$1.71
02/02/1998	\$17.50	\$3.39	06/09/1998	\$17.06	\$5.28	10/13/1998	\$11.75	\$6.37	02/19/1999	\$5.00	\$1.77
02/03/1998	\$18.00	\$3.49	06/10/1998	\$17.44	\$5.40	10/14/1998	\$12.00	\$6.51	02/22/1999	\$4.63	\$1.64
02/04/1998	\$18.25	\$3.48	06/11/1998	\$17.44	\$5.40	10/15/1998	\$12.44	\$6.74	02/23/1999	\$4.63	\$1.64
02/05/1998	\$18.50	\$5.05	06/12/1998	\$17.63	\$5.46	10/16/1998	\$12.50	\$6.78	02/24/1999	\$4.31	\$1.53
02/06/1998	\$20.13	\$5.50	06/15/1998	\$17.75	\$5.49	10/19/1998	\$13.88	\$7.52	02/25/1999	\$4.44	\$1.57
02/09/1998	\$19.50	\$5.33	06/16/1998	\$17.75	\$5.49	10/20/1998	\$14.25	\$7.72	02/26/1999	\$4.75	\$1.68
02/10/1998	\$19.63	\$5.36	06/17/1998	\$17.69	\$5.47	10/21/1998	\$14.00	\$7.59	03/01/1999	\$5.00	\$1.77
02/11/1998	\$21.63	\$5.91	06/18/1998	\$17.81	\$5.51	10/22/1998	\$12.38	\$6.71	03/02/1999	\$4.94	\$1.75
02/12/1998	\$20.25	\$5.53	06/19/1998	\$17.63	\$5.46	10/23/1998	\$12.13	\$6.57	03/03/1999	\$4.94	\$1.75
02/13/1998	\$20.50	\$5.60	06/22/1998	\$17.50	\$5.42	10/26/1998	\$12.63	\$6.84	03/04/1999	\$4.88	\$1.73
02/17/1998	\$20.06	\$5.48	06/23/1998	\$17.44	\$5.40	10/27/1998	\$12.50	\$6.78	03/05/1999	\$4.88	\$1.73
02/18/1998	\$20.13	\$5.50	06/24/1998	\$17.44	\$5.40	10/28/1998	\$12.63	\$6.84	03/08/1999	\$4.88	\$1.73
02/19/1998	\$20.38	\$5.56	06/25/1998	\$17.13	\$5.30	10/29/1998	\$13.13	\$7.12	03/09/1999	\$4.56	\$1.62
02/20/1998	\$19.94	\$5.45	06/26/1998	\$16.75	\$5.18	10/30/1998	\$13.50	\$7.32	03/10/1999	\$4.50	\$1.60
02/23/1998	\$19.38	\$5.29	06/29/1998	\$17.00	\$5.26	11/02/1998	\$13.63	\$7.39	03/11/1999	\$4.50	\$1.60
02/24/1998	\$19.25	\$5.26	06/30/1998	\$17.25	\$5.34	11/03/1998	\$13.50	\$7.32	03/12/1999	\$4.44	\$1.57
02/25/1998	\$19.00	\$5.19	07/01/1998	\$17.13	\$5.30	11/04/1998	\$13.50	\$7.32	03/15/1999	\$3.75	\$1.33
02/26/1998	\$18.69	\$5.10	07/02/1998	\$17.38	\$5.38	11/05/1998	\$14.50	\$9.42	03/16/1999	\$4.13	\$1.46
02/27/1998	\$18.63	\$5.09	07/06/1998	\$17.06	\$5.28	11/06/1998	\$14.25	\$9.26	03/17/1999	\$4.00	\$1.42
03/02/1998	\$20.75	\$5.67	07/07/1998	\$17.31	\$5.36	11/09/1998	\$13.81	\$8.97	03/18/1999	\$3.81	\$1.35
03/03/1998	\$20.00	\$5.46	07/08/1998	\$18.00	\$5.57	11/10/1998	\$13.75	\$8.93	03/19/1999	\$3.63	\$1.28
03/04/1998	\$21.00	\$5.74	07/09/1998	\$17.81	\$5.51	11/11/1998	\$13.56	\$8.81	03/22/1999	\$3.50	\$1.24
03/05/1998	\$21.00	\$5.74	07/10/1998	\$17.63	\$5.46	11/12/1998	\$13.31	\$8.65	03/23/1999	\$3.31	\$1.17
03/06/1998	\$20.00	\$5.46	07/13/1998	\$17.81	\$5.51	11/13/1998	\$13.50	\$8.77	03/24/1999	\$3.31	\$1.17
03/09/1998	\$20.88	\$5.70	07/14/1998	\$17.56	\$5.44	11/16/1998	\$13.56	\$8.81	03/25/1999	\$3.88	\$1.37
03/10/1998	\$19.94	\$5.45	07/15/1998	\$17.75	\$5.49	11/17/1998	\$13.38	\$8.69	03/26/1999	\$4.38	\$1.55
03/11/1998	\$20.00	\$5.46	07/16/1998	\$17.63	\$5.46	11/18/1998	\$13.25	\$8.61	03/29/1999	\$4.63	\$1.64
03/12/1998	\$20.25	\$5.53	07/17/1998	\$17.13	\$5.30	11/19/1998	\$12.88	\$8.36	03/30/1999	\$4.75	\$1.68
03/13/1998	\$20.81	\$5.68	07/20/1998	\$17.13	\$5.30	11/20/1998	\$12.06	\$7.83	03/31/1999	\$3.56	\$0.50
03/16/1998	\$20.75	\$5.67	07/21/1998	\$17.06	\$5.28	11/23/1998	\$12.38	\$8.04			
03/17/1998	\$20.75	\$5.67	07/22/1998	\$16.88	\$5.22	11/24/1998	\$12.38	\$8.04</			