

of the conspiracy, they and other members of the Classes have been injured by paying more for Extruded Graphite Products than they would have paid in the absence of the illegal conduct, and seek recovery of treble damages, together with reimbursement of costs and an award of attorneys' fees.

"Extruded Graphite Products" are defined as: Those extruded graphite products sold as both non-machined and semi-machined products, and shall include, without limitation, those grades referred to in Exhibit 1, hereto. "Extruded Graphite Products" do not include fully-machined extruded graphite products, nor do they include isomolded (isostatic) or molded graphite products. "Extruded Graphite" means (i) a medium-grained product with good mechanical, electrical and thermal properties with a preferential grain orientation and low ash content, (ii) which is produced through extrusion (as opposed to through uniform (isostatic) pressure molding or unidirectional pressure molding), and (iii) has lower resistance and higher thermal conductivity than isomolded products.

Defendants deny the allegations of the Complaint. Certain Defendants also assert that either all or a portion of the claims are barred by the statute of limitations defense. Plaintiffs must prove not only the existence of a price-fixing conspiracy, but also that the Defendants fraudulently concealed the existence of the alleged conspiracy.

Plaintiffs have already entered into a settlement with GrafTech International, Ltd. and UCAR Carbon Company (collectively, "GTI") providing for GTI to pay \$450,000 and provide cooperation in exchange for a release of all claims asserted by Class Members against GTI for alleged price fixing of Extruded Graphite Products in the United States. The Court preliminarily and finally certified a Settlement Class relating to the GTI Settlement (the GTI Settlement Class is defined the same as the Krass and Hart Settlement Classes). On March 8, 2004, the Court approved a settlement with GTI.

On October 26, 2004, the Court denied motions to dismiss filed by defendants SGL Carbon LLC, SGL Carbon AG and SGL Carbon GmbH.

III. THE PROPOSED SETTLEMENTS WITH KRASS AND HART

After extensive negotiations, Plaintiffs on behalf of the Class, have entered into separate settlement agreements with Krass and Hart, both of which are subject to Court approval. Each settlement contains identical terms regarding the definition of the respective Settlement Classes and regarding the cooperation that Krass and Hart have separately agreed to provide in exchange for a release of all claims asserted by Class Members against them for alleged price fixing of Extruded Graphite Products in the United States. Plaintiffs' Counsel believe that the proposed settlements will provide substantial benefits to the Classes and are fair, reasonable and adequate. The settlements with Krass and Hart require them to cooperate with Plaintiffs' Counsel, including providing testimony concerning their knowledge about price fixing of Bulk Extruded Graphite. Plaintiffs' Counsel believe that the testimony from these defendants is extremely important in proving the Class' claims against the remaining defendants. Except for paying for the cost of notice, these individual defendants will not be required to make a monetary payment.

In addition to the effect of the final judgment upon final approval, Krass and Hart, and "Releasees" (as defined in the Settlement Agreements), shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that "Releasers" (as defined in the Settlement Agreements) or each of them, ever had, now has, or hereafter can, shall or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages, and the consequences thereof, in any way arising out of or resulting from conduct concerning either the reduction of production capacity, or the pricing, selling, discounting, marketing, or distributing of Extruded Graphite Products in the United States or elsewhere, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Complaints filed in the Action (the "Complaints"), which arise under any federal, state or foreign antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, from the beginning of time to the date of the Settlement Agreements (the "Released Claims"). The Releasers shall not, after the date of the Settlement Agreements, seek to recover against any of the Releasees for any of the Released Claims. Released Claims do not include claims based solely on purchases of Extruded Graphite Products outside of the United States on behalf of persons or entities located outside of the United States at the time of such purchases.

The release does not include any claim by any of the Class Members arising solely out of or solely related to non-antitrust disputes (including, without limitation, any claim for a defective product that may have arisen in the ordinary course of business).

IV. CONSEQUENCES OF SETTLEMENT CLASS MEMBERSHIP

If you are a member of the Settlement Classes as defined above, you will automatically remain a member of the Classes unless you elect to be excluded from one or both of the Settlement Classes. If you wish to remain in the Settlement Classes you do not need to take any action at this time and your interests will be represented by Plaintiffs

and by Plaintiffs' Counsel. You will have no responsibility to pay Plaintiffs' attorneys' fees and expenses. Any such fees and expenses will be paid only from amounts obtained from the Defendants whether in settlement or a judgment, and must be approved by the Court after notice to you and a hearing. If you choose, you may also have your own attorney enter an appearance on your behalf and at your expense.

If you remain in the Settlement Classes, you will be bound by the judgment. (Do not dispose of any document that reflects your purchases of Extruded Graphite Products in the United States directly from any Defendant during the period January 1, 1993 to December 31, 1998. You may need those documents to complete a claim form to share in settlement monies paid by defendants or if damages are otherwise recovered.)

If you wish to exclude yourself from one or both of the Settlement Classes, you must send a request for exclusion identifying which Class you seek exclusion from, in writing, via certified mail, return receipt requested, post-marked no later than July 11, 2005, to the following address:

Extruded Graphite Products Antitrust Litigation
P. O. Box 58430
Philadelphia, PA 19102-8430

Your request for exclusion must contain the full name of the purchaser, including any predecessor entities, and your address. If you exclude yourself from one or both of the Settlement Classes, you will not be bound by the Final Judgment as to Krass or Hart or both and will retain the right to individually pursue any claims you may have against them.

V. THE SETTLEMENT HEARING

The Court will hold a hearing July 15, 2005, at 10:00 a.m. at the Martin Luther King, Jr. Federal Building and United States Courthouse, Courtroom 4046, 50 Walnut Street, Newark, New Jersey 07101, to determine whether the proposed settlements of the litigation between the Class and Krass and Hart should be approved as fair, reasonable and adequate. The hearing may be continued without further notice.

You may object to a settlement only if you have not excluded yourself from the corresponding Settlement Class. If you wish to object to the Settlement Agreement(s), you must do so in writing. Your objection must include the caption of this litigation; must be signed; and must be sent via certified mail, return receipt requested, postmarked no later than July 11, 2005, to the Clerk of the Court, U.S. District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and United States Courthouse, Courtroom 4015, 50 Walnut Street, Newark, New Jersey 07101, and to the following counsel:

Co-Lead Counsel for the Plaintiff Class

Howard J. Sedran, Esquire
Levin, Fishbein, Sedran & Berman
510 Walnut Street
Suite 500
Philadelphia, PA 19106

Samuel D. Heins, Esquire
Heins Mills & Olson, P.L.C.
3550 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

Counsel for Robert P. Krass

Donald C. Klawiter, Esquire
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004

Counsel for Robert J. Hart

James A. Backstrom, Esquire
2 Penn Center, Suite 200
Philadelphia, PA 19102-1706

Except as provided in this paragraph, no person shall be entitled to contest the terms and conditions of the proposed settlement(s) and persons who failed to object as provided herein shall be deemed to have waived any objections. If you do not object to the proposed settlement(s), you need not appear at the hearing.

VI. FURTHER PROCEEDINGS

Whether the proposed settlements are approved by the Court, the litigation will continue against the non-settling Defendants.

VII. CHANGE OF ADDRESS, ADDITIONAL INFORMATION

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your correct address to the above-referenced Post Office Box.

All references in the Notice to the pleadings and Court Orders are only summaries. The Settlement Agreements, the Complaint and other documents filed in this action are available for review during normal business hours at the offices of the Clerk of Court, U.S. District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and United States Courthouse, Courtroom 4015, 50 Walnut Street, Newark, New Jersey 07101. The Settlement Agreements are also available at the following Internet address: www.hrsclaimsadministration.com. If you have questions concerning this Notice or the litigation, you may contact Co-Lead Counsel for the Plaintiff Class. **Please do not contact the Clerk of the Court or the Judge.**

Dated: April 28, 2005

BY ORDER OF:
The Clerk of the United States
District Court for the District of New Jersey

EXHIBIT 1

Products included within the Definition of “Extruded Graphite Products”:

1. The following grades sold by GTI:

TS1737	TS1840	TS5025	TS5137	CHV
TS1747	TS1844	TS5026	TS5138	CHVC
TS1748	TS1854	TS5042	TS5139	CHV114
TS1750	TS1861	TS5043	TS5205	CJR
TS1752	TS1862	TS5044	TS5208	CMX
TS1753	TS1863	TS5045	TS5209	CS
TS1754	TS1865	TS5046	TS5210	CS114
TS1759	TS1866	TS5057	TS5211	CS88
TS1761	TS1874	TS5058	TS5214	CSX
TS1762	TS1881	TS5065	TS5216	CSX114
TS1763	TS1884	TS5073	TS5217	CYC
TS1765	TS1887	TS5076	TS5218	CYD
TS1766	TS1893	TS5077	TS5219	DLA
TS1767	TS1903	TS5078	TS5226	DLE
TS1768	TS1904	TS5079	AGGX	EC110
TS1769	TS1916	TS5081	AGLR	EC112
TS1780	TS1917	TS5082	AGLR58	ECV
TS1792	TS1918	TS5083	AGLX	ECW
TS1793	TS1919	TS5084	AGLX58	ECWX
TS1796	TS1920	TS5085	AGLX88	EJR
TS1797	TS1921	TS5087	AGLX79	FGE
TS1808	TS1924	TS5088	AGLX158	FGEX
TS1810	TS1925	TS5089	AGR	SF09
TS1811	TS1930	TS5091	AGSR	SF44
TS1813	TS1931	TS5092	AGSR114	SF59
TS1814	TS1932	TS5098	AGSX	SF74
TS1828	TS1933	TS5099	AGSX114	SF75
TS1829	TS1943	TS5100	AGX	SF76
TS1832	TS5003	TS5101	AGX114	SL
TS1838	TS5004	TS5102	ATL	SLX
	TS5011	TS5113	CAB	SLW
	TS5012	TS5114	CBR	SLWX

	TS5016	TS5115	CBRX	YAX
	TS5017	TS5116	CBY	YBT
	TS5018	TS5119	CBY114	YCA
	TS5024	TS5133	CHR	YCA79
		TS5136		

2. The following grades sold by SGL/CGGI:

250	CZ2	HLR
580	CZ2L	HLR90
710GL	EK17	HLS
780G	EK18	HLS90
780GL	EK47	HPC
785G	EK48	MH
787G	EK49	MKLM
788G	EK499	MKS
791GI	EK4999	MLM
800S	EK57	MLR
842S	EK576	MN
873G	EK58	MNC
873RL	EK586	MNT
873S	EK59	MNY
873T	EK596	MS
8756	EK599	MSY
875G	EK5996	MTN
875RI	FH	MTNA
875RL	FHA	MTS
875S	FHA2	MTSA
875T	H021	MTSY
8882	H064	MTSYA
890G	H079	O-15/015
890RL	H084	P2J
890S	H367	P2JA
890T	H368	PEA
890TI	H432	PH
940G	H446	PHA

940S	HC	PHA1
942G	HLA	PHA2
942S	HLM	PHA2D
9716	HLM50	PHAD
ALM	HLM80	PHAL
BHLM15	HLM85	PHL
BHLM80	HLM85L	SX4
CZ1	HLM90	XM9504
CZ1L	HLML	XM9506
	XM9502	XM9521

3. The following grades sold by Carbone/Ultra Carbon:

1548	2275	4329/X
4329	4451	4640/X
4641	5259/XN	5501
6015	6024	6026
6077	6150	6228
6250	6371	6500
6501	6502	6503
6505	EL/N	EL/XN
JU/RXN	JU/XN	JU/XNO2
NI/XN	U120	UF45
Y114	YU120	YU40

Claims Administrator
Extruded Graphite Products Antitrust Litigation
P.O. Box 58430
Philadelphia, PA 19102-8430

FIRST-CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE