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Jun. 02 2006 02:01PM P1

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May 31, 2006

RE: WILLITS

Dear Client:

Our law firm in connection with the Engstrom, Lipscomb and Lack law firm and Masry and Vittoe law firm has been involved in this litigation for years. As you know, you signed a retainer agreement which permitted us to represent your interests in this matter. As part of the retainer agreement, you agreed that the lawyers would have your authority to settle the case on a global settlement basis. The reason that we requested that authority is because almost all toxic tort cases settle in this fashion. It is crucial that no single person be allowed withhold consent and affect the rights of others.

The reason that we sought this authority is to hopefully bring a benefit to the group as a whole. Clearly, to get a law firm to write some \$700,000 worth of checks to pay costs in a case like this, it's important that three or four people do not stand in the way of a good recovery by the entire group.

Clearly, no one person could ever hire a lawyer in a complicated case such as this since the costs would exceed by hundreds of thousands of dollars any recovery that person would make.

I have handled countless toxic cases all over the country. I do not know of any lawyer who has a greater familiarity with this type of matter than I do. I only mentioned this fact to try to establish that the decision we made with respect to the Willits matter was done with a great deal of experience and a great deal of thought.

The settlement negotiations have taken place over the last several months. Finally, the defendants made an offer which, in our best judgment, was one which should be accepted.

Many of you may be aware of recent activity by a small but highly vocal group of plaintiffs who have declared they will not settle this case for any amount. They have even hired a lawyer to create an apparent conflict between those who do want to settle and those who don't.

May 31, 2006
Page 2

The reasons that we accepted the offer are numerous and were previously explained to you in detailed letters. We believe that there are severe legal hurdles before this case could ever be won. In a nutshell, we believe that there's a very good chance that the judge would dismiss many of the cases due to lack of exposure or the statute of limitations. More importantly, many of the injuries claimed do not fit the profile of injury described in medical articles relating various chemicals to claimed injuries. In other words, it's a great chance that many of these cases will not be successful. There's very good chance that the majority of these cases will be dismissed by the Federal judge handling the cases.

We have expended approximately \$700,000 of our money to try to get the case to this posture. As you know, under the agreement you signed, we have the right to settle the case globally, but the amount of settlement you would receive would be determined by independent judges with your being able to discuss your case directly with the judge. No

We have now heard that some of you want to violate the agreement you entered into. Some of you now claim that even if an independent judge apportions the settlement that you will not honor the agreement that you made with our law firms causing us to expend thousands of legal hours and approximately three fourths of a million dollars in expenses.

The defendant in this case is willing to settle the matter only if the entire case is resolved. If you have decided to violate your agreement to permit the law firms to resolve the case on a global basis and have an independent judge distribute the proceeds, we have to know that immediately. One of two things will happen. It is possible, the defendants will agree to settle the cases in which the people agree to their original agreement with us and litigate the other cases or the defendant may say that, in light of the refusal of some to honor the agreement they made, they will pay nothing. The purpose of this letter is to find out firsthand who will not now agree to the terms of the original retainer agreement and who will. If any of you refuse, we will then represent you for the period of time it's necessary for you to obtain other counsel. Clearly, we will not be able to represent you further in this matter since you have violated the initial agreement we had. *

The decision that the lawyers made to resolve the case was done with a massive amount of effort. I believe that the advice that we have given and the steps we have taken in light of the potential legal problems is the best legal advice we can give. Of my past 41 years of law practice, I have devoted the majority of it to medical-legal matters with respect to the issues of causation. For the past 26 years, I have devoted a substantial part of my life to toxic cases (Erin Brockovich, Erin Brockovich II, Lockheed Litigation, Hanford Litigation, etc., etc.)

If I do not hear from you in writing, I will assume that you are agreeing to the settlement agreement.

If you no longer agree that the lawyers have the authority to settle the case on a global basis, then please sign a copy of this letter so that we would know what to do next.

May 31, 2006
Page 3

I am enclosing my current resume so that you can make an independent decision about our firm's abilities.

With kind personal regards,



THOMAS V. GIRARDI

TVG:sf

Enclosures

I will not permit the lawyers to enter into a settlement to be divided equitably by a retired judge. I withdraw the authority that I gave the law firms of Girardi|Kecse, Engstrom, Lipscomb and Lack and Masry and Vititoe in the retainer agreement that I entered into with them.

Date

Signature

Print Name

Address

City, State and Zip Code

If signing on behalf of a minor or decedent,
please print the name of that person.