

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

KEVIN CORNWELL, Individually and On Behalf of All Others Similarly Situated,	:	X	Civil Action No. 08-cv-03758(VM)
	:	:	<b>(Consolidated)</b>
Plaintiff,	:	:	<u>CLASS ACTION</u>
vs.	:	:	:
CREDIT SUISSE GROUP, et al.,	:	:	:
Defendants.	:	X	:

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO PURCHASED AMERICAN DEPOSITORY SHARES (“ADS”) OF CREDIT SUISSE GROUP (“CSG”) ON THE NEW YORK STOCK EXCHANGE DURING THE TIME PERIOD BETWEEN FEBRUARY 15, 2007 AND APRIL 14, 2008, INCLUSIVE (THE “CLASS PERIOD”) AND ALL U.S. RESIDENTS WHO PURCHASED CSG SECURITIES ON THE SWISS STOCK EXCHANGE DURING THE CLASS PERIOD

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE AUGUST 1, 2011.

This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (the “Court”). The purpose of this Notice is to inform you of the proposed Settlement of this class action litigation (the “Action”) and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. The Settlement resolves the Settlement Class’s claims against CSG, Brady W. Dougan, Renato Fassbind, D. Wilson Ervin, and Paul Calello (including his estate) (collectively, “Defendants”). This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and this class action litigation.

The proposed Settlement creates a fund in the amount of \$70,000,000 in cash and will include interest that accrues on the fund prior to distribution. Based on Co-Lead Counsel’s estimate of the number of shares entitled to participate in the Settlement and the anticipated number of claims to be submitted by Class Members, the average distribution per share to Class Members who purchased CSG ADS on the New York Stock Exchange would be \$1.38 and for U.S. residents who purchased CSG securities on the Swiss Stock Exchange during the Class Period would be approximately \$0.13 before deduction of Court-approved fees and expenses. Your actual recovery from this fund will depend on a number of variables, including the number of claimants, the number and type of CSG shares they purchased, the number and type of CSG shares you purchased, the expense of administering the claims process, Court-approved legal fees and expenses, and the timing of your purchases and sales, if any (see the Plan of Distribution below for a more detailed description of how the settlement proceeds will be allocated among Class Members).

Lead Plaintiffs and Defendants do not agree on liability or on the average amount of damages per share that would be recoverable if Lead Plaintiffs had prevailed on each claim asserted. The issues on which the parties disagree include: (1) whether the statements made or facts allegedly omitted were false, material, or otherwise actionable under the federal securities laws; (2) the extent to which the various matters that Lead Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of CSG securities at various times during the Class Period; (3) the extent to which the various allegedly adverse material facts that Lead Plaintiffs alleged were omitted influenced (if at all) the trading price of CSG securities at various times during the Class Period; (4) the extent to which external factors, such as general market conditions, influenced the trading price of CSG securities at various times during the Class Period; (5) the effect of various market forces influencing the trading price of CSG securities at various times during the Class Period; (6) the amount by which CSG securities were allegedly artificially inflated (if at all) during the Class Period; (7) the appropriate economic model for determining the amount by which CSG securities were allegedly artificially inflated (if at all) during the Class Period; and (8) whether claims of U.S. residents who purchased CSG securities on the Swiss Stock Exchange are properly included in this action under *Morrison v. Nat’l Austl. Bank Ltd.*, \_\_\_ U.S. \_\_\_, 130 S. Ct. 2869 (2010).

Lead Plaintiffs believe that the proposed Settlement is an excellent recovery and is in the best interests of the Settlement Class. The Action was initially dismissed by the Court in response to Defendants’ motion to dismiss, and Lead Plaintiffs filed an amended complaint, upon a motion for leave to amend opposed by Defendants and granted in part by the Court. The United States Supreme Court’s opinion in *Morrison* may have significantly impacted the number of eligible Class Members and total damages. Defendants were prepared to vigorously defend this case, and continued discovery in this case would have been complex, extensive, and costly. Thus, there were significant risks associated with continuing to litigate, with the very real risk that the Settlement Class could receive nothing. In addition, the amount of damages recoverable by the Settlement Class was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Action gone to trial, Defendants intended to assert that all of the losses of Class Members were caused by non-actionable market, industry, or general economic factors. Defendants would also assert that throughout the Class Period, the uncertainties and risks associated with CSG’s business and financial condition were fully and adequately disclosed.

Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Lead Plaintiffs and the members of the Settlement Class, nor have they been reimbursed for their out-of-pocket expenditures. If the Settlement is approved by the Court, Co-Lead Counsel will apply to the Court for attorneys' fees not to exceed 27-1/2 percent of the settlement proceeds plus expenses not to exceed \$350,000, both to be paid from the Settlement Fund. If the amount requested by counsel is approved by the Court, the average cost per ADS for Class Members who purchased CSG ADS on the New York Stock Exchange would be approximately \$0.38, and the average cost per common share for U.S. residents who purchased CSG securities on the Swiss Stock Exchange would be approximately \$0.03.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed Settlement.

For further information regarding this Settlement you may contact: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900, or Tracey Sheak, Scott+Scott LLP, 156 South Main Street, P.O. Box 192, Colchester, CT 06415, Telephone: 800/404-7770. Please do not call any representative of the Defendants or the Court.

## **I. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

A settlement hearing (the "Settlement Hearing") will be held on July 18, 2011, at 3:00 p.m., before the Honorable Victor Marrero, United States District Judge, in Courtroom 20B of the Daniel Patrick Moynihan United States Courthouse, Southern District of New York, 500 Pearl Street, New York, New York 10007. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement consisting of \$70,000,000 in cash plus accrued interest and income on the Settlement Fund should be approved as fair, reasonable, and adequate to the Settlement Class; (2) whether the Settlement Class should be finally certified; (3) whether the proposed plan to distribute the settlement proceeds (the "Plan of Distribution") is fair, reasonable, and adequate; (4) whether the application by Co-Lead Counsel for an award of attorneys' fees and expenses should be approved; and (5) whether the Action should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Settlement Class.

## **II. DEFINITIONS USED IN THIS NOTICE**

1. "Authorized Claimant" means any member of the Settlement Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Settlement Agreement ("Stipulation" or "Settlement Agreement").

2. "Claims Administrator" means the firm of Gilardi & Co. LLC.

3. "Settlement Class" means: (a) all purchasers of CSG American Depository Shares ("ADS") on the New York Stock Exchange during the Class Period, and (b) all U.S. residents who purchased CSG securities on the Swiss Stock Exchange during the Class Period. Excluded from the Settlement Class are: (i) Persons otherwise meeting the definition of the Settlement Class who submit valid and timely requests for exclusion from the Settlement Class; and (ii) Defendants, the officers and directors of CSG during the Class Period, members of their immediate families, and their representatives, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest.

4. "Class Member" means a Person who falls within the definition of the Settlement Class as set forth in paragraph 3 of this Notice.

5. "Class Period" means the period between February 15, 2007 through April 14, 2008, inclusive.

6. "Co-Lead Counsel" means Robbins Geller Rudman & Dowd LLP, Samuel A. Rudman, David A. Rosenfeld, 58 South Service Road, Suite 200, Melville, NY 11747 and Scott+Scott LLP, David R. Scott, Beth Kaswan, 500 Fifth Avenue, 40th Floor, New York, NY 10110.

7. "Defendants" means CSG, Brady W. Dougan, Renato Fassbind, D. Wilson Ervin, and Paul Calello (including his estate).

8. "Effective Date" means the first date by which all of the events and conditions specified in paragraph 7.1 of the Stipulation have been met and have occurred.

9. "Escrow Agent" means Robbins Geller Rudman & Dowd LLP and Scott+Scott LLP or their successors.

10. "Final" means when the last of the following with respect to the Judgment approving the Settlement, in the form of Exhibit B attached to the Stipulation, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of the Stipulation. For purposes of this paragraph, an "appeal" shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys' fees and expenses or any Plan of Distribution of the Settlement Fund.

11. "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, in the form attached to the Settlement Agreement as Exhibit B.

12. "Lead Plaintiffs" means Kevin Cornwell, John M. Grady, and Louisiana Municipal Police Employees Retirement System ("LAMPERS").

13. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

14. "Plaintiffs' Counsel" means any counsel who appeared on behalf of any plaintiff in the Action.

15. "Plan of Distribution," as further defined in Section VII of this Notice, means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses, and interest and other expenses as may be awarded by the Court. Any Plan of Distribution is not part of the Stipulation and the Released Persons shall have no responsibility or liability with respect thereto.

16. "Released Claims" means all claims, whether known or unknown (including, but not limited to, Unknown Claims), that were asserted or could have been asserted in this Action by Lead Plaintiffs or members of the Settlement Class against the Released Persons under federal, state or foreign law, including without limitation, all claims based upon, arising out of, or relating to, in any way, (i) the claims or facts and circumstances that were alleged or could have been alleged in the Amended Complaint or asserted in this Action; and (ii) the purchase of CSG securities during the Class Period by Class Members, and excluding claims to enforce the Settlement.

17. "Released Persons" means each and all of the Defendants and each and all of their present or former parents, subsidiaries, affiliates (as defined in 17 C.F.R. §210.1-02(b)), successors, and assigns, and each and all of the present or former officers, directors, employees, employers, attorneys, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

18. "Settlement Fund" means Seventy Million Dollars (\$70,000,000) in cash to be paid by means of wire transfer, check(s) or money order(s) to the Escrow Agent pursuant to paragraph 2.1 of the Stipulation together with all interest and income earned thereon.

19. "Settling Parties" means, collectively, (i) the Defendants, and (ii) the Lead Plaintiffs on behalf of themselves and the Class Members.

20. "Unknown Claims" means any claims which any Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §1542, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

The Lead Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or international or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. The Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims (including Unknown Claims), but the Lead Plaintiffs shall expressly, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, grossly negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was bargained for separately and is a key element of the Settlement of which this release is a part.

### III. THE LITIGATION

On and after April 21, 2008, two lawsuits were filed in the United States District Court for the Southern District of New York as putative securities class actions on behalf of all Persons who purchased the securities of CSG during the period between February 15, 2007 and April 14, 2008, inclusive.

These actions were consolidated for all purposes into the Action by Order dated June 23, 2008. On July 7, 2008, the Court entered Plaintiffs' Joint Stipulation and Order Regarding Appointment of Lead Plaintiffs and Approval of Selection of Lead Counsel.

Lead Plaintiffs filed an Amended Complaint for Violation of the Federal Securities Laws (the "Complaint") on October 21, 2008. The Complaint alleged violations of §10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), Rule 10b-5 promulgated thereunder, and §20(a) of the Exchange Act. Defendants moved to dismiss the Complaint, which motion was opposed by Lead Plaintiffs. On September 28, 2009, the Court issued an Order granting the motion to dismiss for lack of subject matter jurisdiction. On October 5, 2009, the Court issued a Decision and Amended Order on the motion to dismiss, and ordered that Lead Plaintiffs may file a request for leave to amend the Complaint. Lead Plaintiffs made such a request for leave to amend, which Defendants opposed as futile. The motion was granted in part, and denied as to foreign purchasers of CSG common stock traded on the Swiss Stock Exchange, by Decision and Order dated February 11, 2010. On March 10, 2010, Lead Plaintiffs filed their Second Amended Class Action Complaint for Violation of the Federal Securities Laws (the "Amended Complaint").

Following the Supreme Court's issuance of its opinion in *Morrison v. Nat'l Austl. Bank Ltd.*, \_\_\_ U.S. \_\_\_, 130 S. Ct. 2869 (2010), by Corrected Decision and Order dated July 27, 2010, the Court dismissed the claims of LAMPERS and of all purchasers (including U.S. purchasers) of CSG common stock traded on the Swiss Stock Exchange, but did not certify the dismissal as a final order (so that this Settlement finally resolves the claims of LAMPERS and Class Members it represented). The parties agreed to attempt mediation before the Honorable Layn R. Phillips (Ret.). The parties attended a full-day mediation with Judge Phillips on November 4, 2010, but were unable to reach an agreement. Following further negotiations and a second full-day mediation with Judge Phillips, on January 6, 2011, the parties reached an agreement-in-principle to settle the Action. On March 7, 2011, the Settling Parties executed the Settlement Agreement, which is subject to the approval of the Court.

#### **IV. CLAIMS OF THE LEAD PLAINTIFFS AND BENEFITS OF SETTLEMENT**

Lead Plaintiffs and Co-Lead Counsel believe that the claims asserted in the Action have merit and that the evidence developed to date supports those claims. However, Lead Plaintiffs and Co-Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Lead Plaintiffs and Co-Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the risks posed by the difficulties and delays inherent in such litigation. Lead Plaintiffs and Co-Lead Counsel also are mindful of the defenses to the securities law violations alleged in the Action, as well as the current procedural posture of the case. Lead Plaintiffs and Co-Lead Counsel believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Settlement Class. Based on their evaluation, Lead Plaintiffs and Co-Lead Counsel have determined that the Settlement set forth in the Stipulation is in the best interests of the Settlement Class.

#### **V. THE DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

The Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Action. The Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. The Defendants also have denied and continue to deny, among other things, the allegations that Defendants' public statements were deficient in any respect; that the Lead Plaintiffs or the Settlement Class have suffered damage; and that the price of any CSG securities were artificially inflated by reason of alleged misrepresentations, non-disclosures or otherwise.

Nonetheless, Defendants have concluded that further continuation of the Action would be protracted and expensive. The Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

#### **VI. TERMS OF THE PROPOSED SETTLEMENT**

The amount of \$70,000,000 has been transferred to an interest-bearing escrow account under the control of the Escrow Agent. This principal amount of \$70,000,000 in cash, plus any accrued interest and income, shall constitute the Settlement Fund. A portion of the settlement proceeds will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice, payment of any taxes assessed against the Settlement Fund, and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Co-Lead Counsel as attorneys' fees and for expenses incurred in litigating the case. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Distribution described below to Class Members who submit valid and timely Proofs of Claim.

#### **VII. PLAN OF DISTRIBUTION**

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proofs of Claim ("Authorized Claimants") under the Plan of Distribution described below. The Plan of Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have a net loss on all transactions in CSG securities during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Lead Plaintiffs' counsel have consulted with their damage consultant. The Plan of Distribution reflects an assessment of the damages that could have been recovered as well as Lead Plaintiffs' counsel's assessment of the likelihood of establishing liability for various periods of the Settlement Class, and as a result of the Supreme Court's decision in *Morrison*, whether U.S. purchasers of common stock trading on a foreign exchange would be able to recover at all.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The total of all profits shall be subtracted from the total of all losses from transactions in CSG securities during the Class Period to determine if a Class Member has a claim. Only if a Class Member had a net loss, after all profits from transactions in CSG securities during the Class Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

Credit Suisse Group  
American Depositary Shares (CUSIP: 225401108)  
Common Stock (ISIN: CH0012138530)

The allocation below is based on the following inflation per share amounts for Class Period purchases and sales as well as the statutory PSLRA 90-day look-back amount of \$49.98:

Inflation Period	Inflation per Share
February 15, 2007 – August 1, 2007	\$8.86
August 2, 2007 – January 6, 2008	\$11.58
January 7, 2008 – January 7, 2008	\$10.39
January 8, 2008 – February 4, 2008	\$9.79
February 5, 2008 – February 5, 2008	\$9.02
February 6, 2008 – February 11, 2008	\$8.04
February 12, 2008 – February 12, 2008	\$8.15
February 13, 2008 – February 18, 2008	\$7.91
February 19, 2008 – February 20, 2008	\$4.84
February 21, 2008 – March 19, 2008	\$3.85
March 20, 2008 – April 13, 2008	\$1.55
April 14, 2008	\$0.00

1. For shares of CSG ADS and common stock ***purchased on or between February 15, 2007 and August 1, 2007***, the recovery per share shall be as follows:

- a) If sold prior to August 2, 2007, the damage per share is \$0.
- b) If sold on or between August 2, 2007 and April 14, 2008, the recovery per share shall be the lesser of: (i) the inflation per share at the time of purchase less the inflation per share at the time of sale; or (ii) the difference between the purchase price per share and the sales price per share.
- c) If retained at the end of April 14, 2008 and sold before July 12, 2008, the recovery per share shall be the least of: (i) the inflation per share at the time of purchase; (ii) the difference between the purchase price per share and the sales price per share; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- d) If retained or sold on or after July 12, 2008, the recovery per share shall be the lesser of: (i) the inflation per share at the time of purchase; or (ii) the difference between the purchase price per share and \$49.98 per share.

2. For shares of CSG ADS and common stock ***purchased on or between August 2, 2007 and April 14, 2008***, the recovery per share shall be as follows:

- a) If sold on or between August 2, 2007 and April 14, 2008, the recovery per share shall be the lesser of: (i) the inflation per share at the time of purchase less the inflation per share at the time of sale; or (ii) the difference between the purchase price per share and the sales price per share.
- b) If retained at the end of April 14, 2008 and sold before July 12, 2008, the recovery per share shall be the least of: (i) the inflation per share at the time of purchase; (ii) the difference between the purchase price per share and the sales price per share; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.
- c) If retained or sold on or after July 12, 2008, the recovery per share shall be the lesser of: (i) the inflation per share at the time of purchase; or (ii) the difference between the purchase price per share and \$49.98 per share.

Note: 90 percent of the Net Settlement Fund shall be distributed to Class Members who purchased CSG ADS. The remaining 10 percent shall be distributed to Class Members who purchased shares of CSG common stock.

Date	Closing Price	Average Closing Price
14-Apr-08	\$51.91	\$51.91
15-Apr-08	\$52.11	\$52.01
16-Apr-08	\$53.42	\$52.48
17-Apr-08	\$52.91	\$52.59
18-Apr-08	\$53.45	\$52.76
21-Apr-08	\$53.76	\$52.93
22-Apr-08	\$52.86	\$52.92
23-Apr-08	\$51.61	\$52.75
24-Apr-08	\$54.06	\$52.90
25-Apr-08	\$54.91	\$53.10

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price</b>
28-Apr-08	\$55.91	\$53.36
29-Apr-08	\$52.89	\$53.32
30-Apr-08	\$53.35	\$53.32
1-May-08	\$55.11	\$53.45
2-May-08	\$55.49	\$53.58
5-May-08	\$55.27	\$53.69
6-May-08	\$54.56	\$53.74
7-May-08	\$53.73	\$53.74
8-May-08	\$54.13	\$53.76
9-May-08	\$54.17	\$53.78
12-May-08	\$54.51	\$53.82
13-May-08	\$54.21	\$53.83
14-May-08	\$53.77	\$53.83
15-May-08	\$54.85	\$53.87
16-May-08	\$54.32	\$53.89
19-May-08	\$53.79	\$53.89
20-May-08	\$53.61	\$53.88
21-May-08	\$52.10	\$53.81
22-May-08	\$52.20	\$53.76
23-May-08	\$52.29	\$53.71
27-May-08	\$50.97	\$53.62
28-May-08	\$51.16	\$53.54
29-May-08	\$50.71	\$53.46
30-May-08	\$50.89	\$53.38
2-Jun-08	\$50.32	\$53.29
3-Jun-08	\$49.20	\$53.18
4-Jun-08	\$49.03	\$53.07
5-Jun-08	\$50.58	\$53.00
6-Jun-08	\$48.99	\$52.90
9-Jun-08	\$47.86	\$52.77
10-Jun-08	\$46.98	\$52.63
11-Jun-08	\$46.62	\$52.49
12-Jun-08	\$46.63	\$52.35
13-Jun-08	\$48.28	\$52.26
16-Jun-08	\$47.99	\$52.17
17-Jun-08	\$48.19	\$52.08
18-Jun-08	\$47.84	\$51.99
19-Jun-08	\$47.00	\$51.89
20-Jun-08	\$45.83	\$51.76
23-Jun-08	\$44.82	\$51.62
24-Jun-08	\$45.24	\$51.50
25-Jun-08	\$46.65	\$51.40
26-Jun-08	\$45.25	\$51.29
27-Jun-08	\$45.18	\$51.18
30-Jun-08	\$45.31	\$51.07
1-Jul-08	\$44.62	\$50.95
2-Jul-08	\$43.37	\$50.82
3-Jul-08	\$44.12	\$50.71
7-Jul-08	\$41.66	\$50.55
8-Jul-08	\$42.31	\$50.41
9-Jul-08	\$40.85	\$50.26
10-Jul-08	\$41.98	\$50.12
11-Jul-08	\$41.31	\$49.98

The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date. The determination of the price paid per share and the price received per share, shall be exclusive of all commissions, taxes, fees, and charges.

For Class Members who made multiple purchases or sales during the Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases, and sales for purposes of calculating a claim. Under the FIFO method, sales of shares during the Class Period will be matched, in chronological order, first against shares held at the beginning of the Class Period. The remaining sales of shares during the Class Period will then be matched, in chronological order, against shares purchased during the Class Period.

Defendants had no role in creating the Plan of Distribution, take no position with respect to the Plan of Distribution, and have no responsibility or liability with respect thereto.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

#### **VIII. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT**

On March 24, 2011, the Court preliminarily certified a class for purposes of settlement only. The Settlement Class is defined above.

#### **IX. PARTICIPATION IN THE SETTLEMENT CLASS**

If you fall within the definition of the Settlement Class, you are a Class Member unless you elect to be excluded from the Settlement Class pursuant to this Notice. If you do not request to be excluded from the Settlement Class, you will be bound by any judgment entered with respect to the settlement in the Action against Defendants whether or not you file a Proof of Claim.

***If you are a Class Member, you need do nothing (other than timely file a Proof of Claim if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by Co-Lead Counsel.*** If you choose, you may enter an appearance individually or through your own counsel at your own expense.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim must be postmarked on or before August 1, 2011, and delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Final Judgment and Order of Dismissal.

#### **X. EXCLUSION FROM THE SETTLEMENT CLASS**

You may request to be excluded from the Settlement Class. To do so, you must mail a written request stating that you wish to be excluded from the Settlement Class to:

*Credit Suisse Group Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 808003  
Petaluma, CA 94975-8003

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of CSG securities during the Class Period, including the dates of each purchase or sale, and the number and type of shares purchased or sold. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE JULY 1, 2011. If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or the Judgment.

#### **XI. DISMISSAL AND RELEASES**

If the proposed Settlement is approved, the Court will enter a final Judgment. The Judgment will dismiss the Released Claims (including Unknown Claims) with prejudice as to all Defendants.

The Judgment will provide that all Class Members who have not previously validly and timely requested to be excluded from the Settlement Class shall be deemed to have released and forever discharged all Released Claims (to the extent members of the Settlement Class have such claims, including Unknown Claims) against all Released Persons.

#### **XII. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

At the Settlement Hearing, Co-Lead Counsel will request the Court to award attorneys' fees not to exceed 27-1/2 percent of the Settlement Fund, plus expenses, not to exceed \$350,000, which were advanced in connection with the Action, plus interest thereon. Class Members are not personally liable for any such fees, expenses, or compensation.

To date, Co-Lead Counsel have not received any payment for their services in conducting this Action on behalf of Lead Plaintiffs and the members of the Settlement Class, nor have counsel been reimbursed for their out-of-pocket expenses. The fee requested by Co-Lead Counsel would compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Settlement 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.

#### **XIII. CONDITIONS FOR SETTLEMENT**

The Settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Settlement Agreement; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the conditions described in

the Settlement Agreement is not met, the Settlement Agreement might be terminated and, if terminated, will become null and void, and the parties to the Settlement Agreement will be restored to their respective positions as of January 6, 2011.

#### **XIV. THE RIGHT TO BE HEARD AT THE HEARING**

Any Class Member who has not validly and timely requested to be excluded from the Settlement Class, and who objects to any aspect of the Settlement, the Plan of Distribution, or the application for attorneys' fees and expenses may appear and be heard at the Settlement Hearing. Any such Person must submit and serve a written notice of objection, to be received on or before July 1, 2011, by each of the following:

CLERK OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
Daniel Patrick Moynihan United States Courthouse  
500 Pearl Street  
New York, NY 10007

*Counsel for Lead Plaintiffs:*

ELLEN GUSIKOFF STEWART  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

BETH A. KASWAN  
SCOTT+SCOTT LLP  
500 Fifth Avenue, 40th Floor  
New York, NY 10110

*Counsel for Defendants:*

RICHARD W. CLARY  
DARIN P. MCATEE  
CRAVATH, SWAINE & MOORE LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019

The notice of objection must demonstrate the objecting Person's membership in the Settlement Class, including the number and type of shares of CSG securities purchased and sold during the Class Period, and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

#### **XV. SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold or held any CSG securities during the Class Period as nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*Credit Suisse Group Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 808003  
Petaluma, CA 94975-8003

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

#### **XVI. EXAMINATION OF PAPERS**

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this Notice, you may review the Settlement Agreement filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007.

If you have any questions about the settlement of the Action, you may contact a representative of Co-Lead Counsel: Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900, or Tracey Sheak, Scott+Scott LLP, 156 South Main Street, P.O. Box 192, Colchester, CT 06415, Telephone: 800/404-7770.

#### **PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

DATED: March 24, 2011

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK