

The United States Bankruptcy Court for the District of Delaware authorized this notice. This is not a solicitation from a lawyer.

If You Are A Member Of The Previously-Certified Class Of Spansion Employees Who Suffered An Employment Loss As A Consequence Of A Mass Layoff, Plant Closing, And/Or Termination That Occurred At Spansion’s Sunnyvale, California Site Of Employment Commencing On Or About February 23, 2009, And Who Received Less Than Sixty (60) Days Advance Notice Of The Mass Layoff, Plant Closing, And/Or Termination, You May Be Entitled To Benefits Under This Settlement.

Please Read This Notice Carefully, As It Affects Your Legal Rights and Potential Monetary Benefits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
PARTICIPATE IN THE SETTLEMENT	<p>If you agree with the proposed Settlement, you need not take any action to be included in the Settlement. If the Court approves the Settlement, you will be entitled to receive benefits under the Settlement as set forth below.</p> <p>You may be eligible to make an election regarding how a portion of your benefits under the Settlement will be distributed to you (and whether or not you make this election will affect any other employment related claims you may have against Spansion separate from the WARN Act claims in this class action). To make that election you would be required to take affirmative action, as explained below.</p>
OBJECT OR COMMENT	<p>Write the Court about why you do, or do not, like the Settlement.</p>
ATTEND THE HEARING	<p>File an objection or comments and ask to speak to the Court about the fairness of the Settlement.</p>

**NOTICE OF PROPOSED SETTLEMENT OF
CLASS ACTION LAWSUIT AND FAIRNESS HEARING**

TO: All members of the previously-certified class of Spansion employees who suffered an employment loss as a consequence of a mass layoff, plant closing, and/or termination that occurred at Spansion's Sunnyvale, California site of employment commencing on or about February 23, 2009, and who received less than sixty (60) days advance notice of the mass layoff, plant closing, and/or termination ("Class Members").

You are a Class Member who is entitled to receive money and other compensation as part of the proposed Settlement in the above-referenced case.

Your legal rights may be affected whether you act or don't act. Read this notice carefully to learn more about this case, the proposed Settlement, and your options. You are a Class Member for purposes of settlement in the lawsuit titled *Cabrerros, et al. v. Spansion, LLC, and Spansion, Inc.* filed in the United States Bankruptcy Court for the District of Delaware, and you will be bound by the terms of the Settlement if it receives final approval from the Court, including the release of claims described in Section 5 of this Notice.

1. Why did I get this Notice?

You previously were mailed a Legal Notice of Pendency of Class Action informing you about the class action lawsuit titled *Cabrerros, et al. v. Spansion, LLC, and Spansion, Inc.* filed in the United States Bankruptcy Court, District of Delaware. That Legal Notice informed you that you would be bound by any judgment or settlement in the lawsuit unless you excluded yourself from the Class by sending a letter to the Plaintiffs' attorneys postmarked no later than September 10, 2009. Since you did not exclude yourself, you are a member of the Class that will be bound by the terms of the proposed Settlement in this case if it receives final approval from the Court, including the release of claims described in Section 5 of this Notice. The Court has approved this notice. This is not a solicitation from a lawyer.

2. What is this case about?

Plaintiffs Wesley Cabrerros and David Refuerzo, the Class Representatives, claim that Spansion violated federal and California law by firing large numbers of its employees on or about February 23, 2009 without 60 days' advance notice required by the federal WARN Act (29 U.S.C. §§ 2101 *et seq.*) and the California WARN Act (Cal. Labor Code §§ 1400 *et seq.*). Plaintiffs seek unpaid wages and benefits for each day, up to 60 days, they did not receive advance written notice of their termination, plus interest and attorneys' fees. Because Spansion filed for bankruptcy protection, the WARN Act claims of this lawsuit are subject to the distribution priority of the Bankruptcy Code and available funds in the bankruptcy estate.

Spansion denies all liability for such claims and has asserted a number of factual and legal defenses to Plaintiffs' claims. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Spansion has concluded that it is in its

best interest to resolve and settle the lawsuit by entering into a settlement agreement (the “Settlement”).

The lawsuit is presently before the Honorable Kevin J. Carey, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of Delaware. On March 23, 2010, Judge Carey granted preliminary approval of the Settlement, subject to a final Fairness Hearing which will take place on May 26, 2010.

3. What is the purpose of this Notice?

Judge Carey has ordered that this Notice be sent to you because you are a Class Member. The purpose of this Notice is to inform you of the proposed Settlement and of your rights, including:

- Your right to participate in the Settlement by doing nothing in response to this Notice;
- Your right to support or object to the Settlement and appear at the Final Fairness Hearing on May 26, 2010 (*see* Section 7 of this Notice).

4. Who is Class Counsel?

The Court has approved and appointed several law firms to represent all Class Members. These firms include:

Rick Paul
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Tel: 800-714-0360
Fax: 816-714-7101
www.stuevesiegel.com

Dylan Hughes
Girard Gibbs LLP
601 California Street, 14th Floor
San Francisco, California 94108
Tel: 866-981-4800
Fax: 415-981-4846
www.girardgibbs.com

Kenneth Sugarman
Rudy, Exelrod, Zieff & Lowe, LLP
351 California Street, Suite 700
San Francisco, California 94104
Tel: 415-434-9800
Fax: 415-434-0513
www.rezlaw.com

5. What are the benefits and terms of the proposed Settlement?

Plaintiffs and Spansion have agreed to the Settlement summarized below. The complete terms and conditions of the proposed Settlement are on file with the Clerk of Court at the address listed above, and also are available at classactionagainstspansion.com. The benefits under the Settlement will not become final or available unless and until the Settlement receives final court approval, including the exhaustion of any appeals.

a. *What are the benefits of the Settlement?*

To settle this action, Spansion has agreed that members of the California Class shall receive \$6.8 million in allowed claims in Spansion’s bankruptcy case (the “Total Settlement Amount”), including “Priority Claims” and “Unsecured Claims.” As a Class Member you are eligible to receive a share of the \$6.8 million Total Settlement Amount after certain deductions have been made as described below, based on an allocation formula approved by the Court. Amounts of settlement checks that are not cashed by

Class Members and are not necessary to cover costs associated with the lawsuit and/or the Settlement will be paid to charity.

The following deductions will be made prior to distribution of settlement checks to Class Members:

- Class Member's pro rata share of:
 - Notice Administration Fees (deducted from Priority Claims and potentially from Unsecured Claims);
 - Service Payments to the Class Representatives and class member Eric Rubaker (deducted from Priority Claims);
 - Attorneys' Fees (25% of Priority Claims), subject to Court approval;
 - Attorney Costs (up to \$27,500 deducted from Priority Claims); and
- Income tax withholding and the employee's share of payroll taxes (deducted from Priority Claims and Unsecured Claims).

b. *What is the legal effect of participating in the Settlement?*

If the Court grants final approval of the Settlement, in exchange for payment of the Total Settlement Amount set forth above, this lawsuit will be dismissed with prejudice and Class Members will fully release and discharge Spansion from the claims brought in this lawsuit and claims that arise from the same nucleus of operative facts. When you "release" a claim, it means that you cannot sue Spansion for any of the claims that are covered by the release.

The terms of the release in the Settlement Agreement read:

"Upon the Effective Date, Plaintiffs and all Class Members will release the Debtors, their estates, officers, directors, equity holders, attorneys, affiliates, assigns and successors-in-interest from all claims that have been brought in the Litigation and all claims that arise out of the same nucleus of operative facts as the claims alleged in the Litigation, other than claims for payments that have been agreed to under the terms of this Settlement Agreement."

This release includes any claims that you may have that you do not know or suspect that you have.

Additionally, Class Members shall be deemed to have 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 foreign law, that is similar, comparable or equivalent in effect of California Civil Code Section 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.

c. *How can I participate in the Settlement?*

If you wish to receive a distribution from the Total Settlement Amount, you do not need to do anything. As noted below, in order to ensure that you receive your distribution, you should inform the Notice Administrator if you change addresses.

(As explained below, you may be able to make an election regarding how your “Unsecured Claim” (described below) is distributed, and you would need to act affirmatively to make this election.)

d. *How will my share be calculated and paid if I participate?*

(i) ***Priority Claims.*** Each Class Member shall be allocated a Priority Claim amount not to exceed \$10,950 – the limit presently imposed by federal Bankruptcy law on priority claims for wages and benefits – which, after certain deductions have been made, will be paid by a settlement check. The share you receive for your Priority Claim will be computed as follows.

First, your alleged damages resulting from Spansion’s claimed WARN Act violations will be calculated by Plaintiffs’ attorneys based on employment and compensation data provided by Spansion.

Second, the amount of any payments you already received from Spansion (prior to the Settlement) since the date of the bankruptcy petition (March 1, 2009) that have been treated as priority payments for wages or benefits will be deducted from the \$10,950 maximum Priority Claim if your total damages for claimed WARN violations exceeds \$10,950 or if your claimed WARN damages plus previous payments for priority wages and benefits are greater than or equal to \$10,950. If your claimed WARN damages plus previous priority payments for wages and benefits are less than \$10,950, then your Priority Claim will be the amount of your claimed WARN damages. All Priority Claims will be subject to the pro rata deductions described below. The most common payments from Spansion that will be deducted from your Priority Claim are health insurance premiums that Spansion paid for the two months following Class Members’ terminations. Some Class Members may also have received other payments from Spansion that will be deducted. Generally, these would be payments made by Spansion to Class Members *after* the company filed its bankruptcy petition (March 1, 2009) for liabilities that accrued during the 180 days *before* the bankruptcy filing (e.g., wages or vacation pay earned before March 1, 2009 but not paid until after March 1, 2009).

Third, once your Priority Claim amount has been calculated, deductions will be made for your pro rata share of: (a) Notice Administration costs paid to the company that is administering this notice process, (b) service payments of \$2,500 each to Class Representatives Wesley Cabrerros and David Refuerzo, and \$500 to Eric Rubaker, the named plaintiff and proposed class representative in the *Rubaker v. Spansion* WARN Act lawsuit filed prior to the bankruptcy petition, who has agreed to dismiss the *Rubaker* lawsuit as part of the Settlement, for their services to the Class, subject to Court approval, and (c) attorneys’ fees and costs, subject to Court approval.

Since your Priority Claim payment is regarded as a payment for wages under the Settlement, deductions also will be made for payroll tax withholding (for the employee's share of payroll taxes) and income tax withholding.

(ii) *Unsecured Claims.*

Please read this section very carefully. If you have other employment-related claims against Spansion in addition to WARN Act claims pending against Spansion in the bankruptcy, your rights could be affected by whether or not you make the election described in this section.

In order to determine whether or not you have filed (or Spansion has scheduled for you) any employment-related claims against Spansion (apart from being included in this Class Action), and to view such claims, if any, go to <http://chap11.epiqsystems.com/SPA/claim/search.aspx>, and follow the directions for looking up claims based on your name.

(A) How Your Allowed Unsecured Claim Is Calculated

In addition to receiving a Priority Claim, you may also be entitled to receive a portion of your WARN Act damages as an "Allowed" Unsecured Claim in Spansion's bankruptcy. An "Allowed" claim is one that will be paid by Spansion in the form of the creditor's pro rata share of stock if Spansion's Second Amended Joint Plan of Reorganization Dated February 8, 2010 (As Amended) (as amended, the "Plan") is approved by the Court. The total amount of Allowed Unsecured Claims available to be distributed to Class Members is equal to the Total Settlement Amount less Priority Claims. You will be eligible to receive a pro rata share of the Allowed Unsecured Claims based on the difference between (a) your total alleged WARN Act damages, and (b) the amount of your allowed Priority Claim paid in the Settlement. No attorneys' fees will be paid from the Unsecured Claims.

(B) Your Allowed Unsecured Claim is Anticipated to be Paid in Cash up to \$2,000

Spansion's proposed Plan provides that Allowed General Unsecured Claims may be treated as "Convenience Class" claims and paid in cash up to \$2,000. The Settlement provides that your Allowed Unsecured Claim will be treated in accordance with the Convenience Class, and therefore your Allowed Unsecured Claim will be paid in cash, up to \$2,000 (less applicable tax withholding). For this purpose, **your Allowed Unsecured Claim under the Settlement and any other allowed employment-related claims you have in the bankruptcy proceedings will be treated together as one convenience class claim and paid in cash up to the maximum of \$2,000, meaning you will relinquish your right to have your claims – including your non-WARN Act employment-related claims – treated as General Unsecured Claims under the Plan and paid in the form of a stock distribution, unless you make the election described below.**

(C) If You Have Unsecured Claims Above \$2,000, You May Elect to Have Your Claims Treated as General Unsecured Claims and Satisfied With A Liquidated Stock Distribution

Under the proposed Plan Spansion submitted to the Court on February 8, 2010, as amended, Allowed General Unsecured Claims that are less than or equal to \$2,000 will be paid in cash, and individuals who have Allowed General Unsecured Claims that are more than \$2,000 may choose to (a) reduce their claim to \$2,000 and accept \$2,000 in cash for their claim, if allowed, or (b) receive a pro rata distribution of stock which is based on the full amount of their claim, if allowed. Thus, Class Members who hold an Allowed Unsecured Claim under this Settlement that is larger than \$2,000 have a choice about whether to do nothing in this Settlement and accept \$2,000 in cash for all employment related claims and WARN Act claims they have against Spansion, or whether to elect instead to receive compensation for their claim(s) based on a stock distribution.

If you wish to receive a liquidated stock distribution on account of your WARN Act Allowed Unsecured Claim and any other allowed employment-related unsecured claims you have against Spansion, rather than be eligible to receive an earlier cash distribution as discussed above, you must complete, sign, and date the enclosed postcard and return it by first-class mail so that it is post-marked no later than May 3, 2010. If you are not eligible under the terms of the Settlement to make this choice, your return of this postcard will have no effect on how you are compensated.

To the extent that some or all Allowed Unsecured Claims are to be paid to the Class in the form of stock, an attempt will be made to sell the stock and distribute the proceeds to Class Members, subject to payroll and income tax withholding (because the stock, like cash, is compensation for wages) and subject to deductions for the administrative costs of selling the stock. If it is uneconomical or otherwise not feasible to sell the shares of stock allocated to Class Members who have made the stock election, Class Members will be entitled to receive their pro rata share of the stock, but only if they first send to Spansion the amount of employee payroll and income taxes that are due on their shares of stock (so that Spansion can pay those amounts to the proper taxing authorities).

Please be aware that the manner in which Unsecured Claims will actually be paid has not been finally determined because no plan of reorganization has been finally approved yet. Therefore, this Notice cannot state with absolute certainty how your share of the Unsecured Claims will be paid.

(D) Considerations in Deciding Whether to Make the Election Described Above

You should be aware that having unsecured claims for more than the maximum amount that can be paid in cash does not necessarily mean that you will actually receive greater compensation if you choose to forego the \$2,000 cash payment and base your recovery on a stock distribution, for three main reasons:

- (1) While your WARN Act claim under this Settlement is an Allowed Unsecured Claim, other employment-related claims that you may have filed against Spansion may be “disputed” by Spansion and ultimately may not be compensated at all in the bankruptcy.

- (2) Any stock distribution used to compensate you would *not* necessarily be commensurate to the full amount of your Allowed Unsecured Claims, but instead would be based on a pro rata share of your Unsecured Claim considered against a large number of unsecured claims that other creditors have against Spansion. For example, if your allowed unsecured claims were equal to .0001% of all the Allowed General Unsecured Claims of all creditors eligible for stock distributions, you would receive a distribution based on .0001% of the stock that is available for distribution.
- (3) The value of the stock at the time of distribution may not be high enough to cause you to do better than you would do if you simply accepted your distribution in cash.

In addition to these factors, you should also be aware that convenience claim payments will probably be made significantly earlier than payments for General Unsecured Claims.

Below are some examples of how your Unsecured Claim(s) may be compensated depending on your particular claim(s) and whether or not you choose to make the election for a stock-based distribution. These are only hypothetical examples.

Sample Illustration 1: Assume you have a \$1,000 Allowed Unsecured Claim against Spansion under this WARN Act Settlement and no other allowed unsecured employment-related claims against Spansion. If the approved Plan provides for convenience class claims up to \$2,000, you will receive \$1,000 cash (less tax withholding), regardless of whether or not you make the election described above.

Sample Illustration 2: Assume you have a \$4,000 Allowed Unsecured Claim against Spansion under this WARN Act Settlement and no other allowed unsecured employment-related claims against Spansion. If the approved Plan provides for convenience class claims up to \$2,000, you will receive \$2,000 cash (less tax withholding), unless you make the election described above. If you make the election, you will be treated as having a \$4,000 General Unsecured Claim under the Plan, and the payment you receive – which may ultimately be made in cash or stock, and which would also be subject to deductions for taxes – may be worth more or less than what you would have received if you had not made the election.

Sample Illustration 3: Assume you have a \$1,000 Allowed Unsecured Claim against Spansion under this WARN Act Settlement and also an allowed claim against Spansion that you have filed in the bankruptcy proceedings for \$1,000 for unpaid vacation wages. If the approved Plan provides for convenience class claims up to \$2,000, you will receive \$2,000 cash (less tax withholding), regardless of whether or not you make the election described above.

Sample Illustration 4: Assume you have a \$1,000 Allowed Unsecured Claim against Spansion under this WARN Act Settlement and also an allowed claim against Spansion that you have filed in the bankruptcy proceedings for \$3,000 for unpaid vacation wages, for a total of \$4,000 in allowed claims. If the proposed Plan provides for convenience

class claims up to \$2,000, you will receive \$2,000 cash (less tax withholding), unless you make the election described above. If you make the election, you will be treated as having a \$4,000 General Unsecured Claim under the Plan, and the payment you receive – which may ultimately be made in cash or stock, and which would also be subject to deductions for taxes – may be worth more or less than what you would have received if you had not made the election.

(E) Special Instruction to Class Members Who Received Ballots to Vote on Spansion’s Plan– Please Read Very Carefully

Some Class Members received a package in the bankruptcy proceedings in or around January, 2010 that included a document called “Ballot for Class 5B General Unsecured Claims For Accepting Or Rejecting The Debtors’ Second Amended Joint Plan of Reorganization Dated December 16, 2009” (“Ballot”). Among other things, the Ballot gave you the option to make a Convenience Class Election in order to have unsecured claims in excess of \$2,000 reduced to \$2,000 so that, if allowed, the claim would be treated as a convenience claim and the recipient would be paid \$2,000.

If you received the Ballot and you did not make the convenience claim election, you were thereby choosing not to reduce your claim(s) to \$2,000 but instead to remain in the class of general unsecured creditors who are anticipated to receive a pro rata share of stock based on the full amount of their allowed claims, if any. That choice will be overridden and reversed by the Settlement in this class action, and you will forfeit your General Unsecured Claim for stock, unless you now make the election described above.

Sample Illustration 1: You have filed a \$5,000 allowed claim in the bankruptcy proceedings for unpaid vacation (or had a \$5,000 allowed claim for unpaid vacation scheduled for you in the bankruptcy) and you received the Ballot. You did not make the convenience claim election described in the Ballot, meaning that your vacation claim, if allowed, will be paid as a pro rata share of stock. Further assume that you have a \$1,000 unsecured WARN Act claim under this Settlement. If you do not now make the affirmative election that is described in this Notice – and if the confirmed Plan provides for convenience class claims up to \$2,000 – you would receive one \$2,000 payment (less tax withholding) that covers both of your claims and you would receive nothing else.

Sample Illustration 2: You have filed a \$5,000 allowed claim in the bankruptcy proceedings for unpaid vacation (or had a \$5,000 allowed claim for unpaid vacation scheduled for you in the bankruptcy) and you received the Ballot. You did not make the convenience claim election, meaning that your claim, if allowed, will be paid as stock. Further assume that you have a \$1,000 unsecured WARN Act claim under this Settlement. If you do now make the affirmative election that is described in this Notice – and Spansion’s Plan is confirmed as proposed – you will be treated as having a \$6,000 allowed general unsecured claim that will be paid as a pro rata share of stock (which may then be converted to cash for payment to you), and you will not be treated under the Plan as having any convenience class claim.

6. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees up to approximately \$1,346,784 which is 25% of the amount of the Total Settlement Payment that is allocated to Priority Claims. Class Counsel are seeking fees to compensate them for the time and effort on behalf of the Class and to pay them for the many hours of attorney time already spent on this case, and many additional hours that will be necessary to bring this case to a conclusion, for which they have yet to be paid. Class Counsel also will ask the Court for a reimbursement of their out of pocket costs not to exceed \$27,500, none of which have yet been reimbursed. The Court may award less than these amounts. These amounts will come out of the funds available for payments to Class Members for Priority Claims. Spansion has agreed not to oppose these fees and costs.

As noted above, Class Counsel and the Class Representatives will also ask the Court for a total combined payment of \$5,000 to the Class Representatives Wesley Cabreros and David Refuerzo, and \$500 to Eric Rubaker, the proposed class representative in the *Rubaker v. Spansion* WARN Act lawsuit, from the Priority Amount part of the Total Settlement Amount, separate and apart from whatever share of the Total Settlement Amount they may be entitled to receive. The costs for paying the Notice Administrator to administer this notice process and perform related functions shall be paid from the Priority Amount part of the Total Settlement Amount.

7. When is the hearing to approve the Settlement and the application for attorneys' fees and costs?

The Court has granted preliminary approval of the proposed Settlement, concluding preliminarily that the Settlement is fair, adequate and reasonable, and that the proposed manner of distributing the Total Settlement Amount is fair and reasonable.

A hearing will be held to determine whether final approval of the Settlement should be granted. At the hearing, the Court will hear objections to or support for the Settlement, if any, and arguments concerning the fairness, reasonableness, and adequacy of the proposed Settlement. The hearing will take place before Judge Carey on May 26, 2010 at 11:00 a.m. (prevailing Eastern time) or as soon thereafter as practicable, in Courtroom #5, at 824 North Market Street, 5th Floor, Wilmington, Delaware 19801. The Court will also consider Class Counsel's application for fees and costs and the Service Payment sought by the Class Representatives and Eric Rubaker. The time and date of this hearing may be continued or adjourned, so please contact Class Counsel prior to the date presently set for the hearing if you plan to attend.

You are not obligated to attend this hearing, but you may attend the hearing if you wish to express support for, or plan to object to the Settlement. You may also retain your own attorney to represent you. If you wish to be heard at the hearing, you must submit a written objection or comment as described in the following section and must state in writing your intention to appear at the Fairness Hearing.

8. How can I object to or comment on the proposed Settlement or the application for attorneys' fees and costs?

If you want to object to or comment on the Settlement or the application for attorneys' fees and costs, you may submit a written statement of your objection or comment to the Notice Administrator at the address below. Your objection or comment will not be heard unless it is mailed to the Notice Administrator at the address below via First Class United States Mail, postage prepaid, and received no later than May 7, 2010:

Spancion WARN Lawsuit
Notice Administrator
Post Office Box 1816
Tallahassee, FL 32302-1816

The objection or comment need not be in any specific form; a short and simple statement of your objection or comment is sufficient. You do not need to be represented by counsel to object or comment. If you wish to present your objection or comment at the hearing, you must state your intent to do so in your written objection or comment.

9. What if I want to learn more about the lawsuit or settlement or have questions?

This Notice is only a summary. To see selected court orders and other documents about this case, go to the website <http://www.classactionagainstpansion.com>. To read the law that the lawsuit claims was violated, *see* United States Code, 29 U.S.C. §§ 2101-2109.

For questions, you may contact the Notice Administrator at (877) 804-9744. If the Notice Administrator is unable to answer your question, you will be referred to one of the lawyers who represent the Class.

You can also look at documents related to this case at the courthouse by visiting the Clerk of Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801.

Please do not call or write the Court or Spancion with questions about this lawsuit.

10. What if my address changes?

If you choose to remain in the Class and your address changes, please notify the Notice Administrator at (877) 804-9744.

Dated: April 2, 2010

This Notice is sent to you by Order of the United States Bankruptcy Court for the District of Delaware