

UNITED STATES DISTRICT COURT
THE SOUTHERN DISTRICT OF NEW YORK

KIM SEVIER and ERIC M. PAYNE, Individually And On Behalf of All Others Similarly
Situating, et. al. v. TIME WARNER, INC., et. al., Nos. 03-CV-7747 and 03-CV-8400

SUMMARY NOTICE OF SETTLEMENT BETWEEN THE CLASS AND DEFENDANTS
TIME WARNER, INC. AND TIME WARNER CABLE, INC.

TO: ALL SUBSCRIBERS FROM OCTOBER 1, 1999 TO PRESENT WHO PURCHASED
THEIR HIGH-SPEED INTERNET SERVICE FROM ENTITIES OWNED AND OPERATED
BY TIME WARNER CABLE, INC. READ THIS ENTIRE NOTICE CAREFULLY. YOUR
RIGHTS MAY BE AFFECTED.

This summary notice informs you of a proposed agreement to settle (the “Proposed Settlement”) the above-captioned putative class actions against Time Warner Inc. and Time Warner Cable Inc. (“TWC”), in which you have been identified as a potential member of the settlement class. This summary notice provides a general description of the case, the Proposed Settlement, and the options available to you with respect to the Proposed Settlement. This is only a summary of the formal notice of settlement, which has been or will be separately served via electronic mail on all current subscribers of defendants’ cable-modem internet service. You may also review the entire formal notice at www.murrayfrank.com, OR RECEIVE A COPY BY CALLING (800) 497-8076.

This litigation began on October 1, 2003 when a class action complaint alleging that TWC’s practice of charging a single monthly fee for both its Internet high-speed service and the cable modem component of that service violated, among other things, federal and state antitrust laws. After further proceedings before the district court and the United States Court of Appeals for the Second Circuit, the parties engaged in protracted and adversarial settlement discussions, and were ultimately able to negotiate a settlement in principle. The Court held a preliminary approval hearing on the proposed settlement on April 25, 2005, and approved the notice to the absent class members, including this summary notice.

Plaintiffs allege that TWC’s practice of bundling the price of both its high-speed Internet service and the cable modems used by subscribers to access that service constitutes an illegal tie under the antitrust laws. Plaintiffs further allege that, as a result of this allegedly unlawful practice, they, and other subscribers who, from October 1, 1999 to the present, subscribed to TWC’s high-speed Internet service (the “Class”) suffered damages. Defendants deny any wrongdoing or legal liability arising from any of the facts or conduct alleged, deny that they have caused members of the Class (“Class Members”) to suffer any damages, and believe that they have good defenses to the claims alleged in the Consolidated Amended Complaint.

THE COURT HAS NOT RULED ON ANY OF THE CLAIMS OR DEFENSES OF THE PARTIES. THIS NOTICE IS NOT TO BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY EITHER SIDE.

On February 23, 2005, after extensive negotiations, the parties agreed, in principle, to settle this litigation and entered into a memorandum of understanding memorializing generally the essential terms of the parties' proposed agreement. The Proposed Settlement is subject to final court approval. The Proposed Settlement provides substantial benefits to the Class. Pursuant to the Proposed Settlement, TWC agrees for a period of three (3) years following the effective date of the Settlement, (the "3-Year Period"), to offer Class Members who currently subscribe to TWC's high-speed Internet service, excluding those Class Members who received a discount, (the "Eligible Subscribers"), a pricing option whereby Eligible Subscribers who choose to use their own compatible cable modem to access TWC's Internet service will receive a price discounted by \$1.00 per month from the monthly price paid by similarly situated Eligible Subscribers who do not supply their own cable modem (the "Pricing Option"). Class Members who are not Eligible Subscribers shall become Eligible Subscribers if and when they cease to receive a discount.

By way of example only, a subscriber who is an Eligible Subscriber for the entire 3-Year Period following the effective date of the settlement, and who opts to avail himself or herself of the Pricing Option by providing his own cable modem device shall be eligible for a discount that in the aggregate amounts to a total of \$36.00 (i.e. one dollar per month for each of the 36 months) off the price that a similarly situated Eligible Subscriber would have paid to Defendants if that Eligible Subscriber had not elected to avail himself of the Pricing Option. The precise amount of any total discount potential that you may be eligible to receive under the Proposed Settlement may differ and be less than the foregoing example, depending upon, among other things, the number of months during which you are an Eligible Subscriber, and timing of when you opt to elect and/or terminate your right to receive the Pricing Option.

If you are an Eligible Subscriber, and wish to avail yourself of the Pricing Option, you must follow the procedures set forth in the formal notice of settlement. If you are not an Eligible Subscriber, or are an Eligible Subscriber but do not wish to avail yourself of the Pricing Option, you need not do anything, and your terms of service and rate for your cable modem high-speed Internet service will continue to be governed by your operative agreement(s) with TWC. If you are, or become, an Eligible Subscriber at any time within the 3-Year Period, then subject to the terms described below, you may elect to avail yourself of the Pricing Option at any time during the 3-Year Period by following the procedures set forth in the formal notice of settlement.

After the expiration of the 3-Year Period, TWC shall have the right, but not the obligation, to continue to offer the Pricing Option to Eligible Subscribers. In such event, Class Members agree not to assert any claim against Defendants with respect to how they allocate their fee for Internet high-speed service and the cable modem, but reserve the right to bring such a complaint if TWC discontinues or modifies the Pricing Option.

In consideration of the Pricing Option, and for other valuable consideration, Class Members will release, jointly and severally, and individually and collectively, Defendants and their respective affiliates, assignors, assignees, predecessors, successors, officers, directors, employees, agents and attorneys from all claims, actions, suits, liabilities, damages (whether compensatory, punitive or otherwise), and rights and causes of actions, known or unknown, whether in law or

equity, that such Class Members now have or have ever had which arise under federal or state statutory or common law involving, relating to, arising out of or concerning any of the claims or allegations set forth in this action. The precise terms and scope of this release are set forth in the Stipulation and the formal notice of settlement. All attorneys' fees, costs and expenses in connection with this litigation will be paid by Defendants, only as approved by the Court. Class Counsel will file a Petition for attorneys' fees, costs, and expenses. Class Counsel has agreed to request an award of attorneys' fees and expenses not to exceed \$1 million, and defendants agree not to oppose such a request,

YOU WILL NOT BE RESPONSIBLE FOR PAYMENT OF ATTORNEYS' FEES AND LITIGATION COSTS AND EXPENSES IN CONNECTION WITH THE LITIGATION UNLESS YOU CONSULT WITH AN ATTORNEY OF YOUR OWN CHOOSING. CLASS COUNSEL'S FEES AND COSTS WILL BE PAID, PURSUANT TO COURT APPROVAL, BY DEFENDANTS.

You need not take any action to avail yourself of the benefits of the settlement. As a Class Member, you will automatically be subject to the terms of the settlement, upon its effective date, unless you timely and appropriately exercise your right to opt-out of the Class and the settlement by following the procedures set forth below and/or in the formal notice of settlement.. A hearing will be held on September 12, 2005 at 3:00 p.m. in Courtroom 705 of the United States District Court for the Southern District of New York, 40 Centre Street, New York, NY 10007, before the Honorable John E. Sprizzo for the purpose of determining whether the Proposed Settlement is fair, adequate, and reasonable and should be approved by the Court. You are entitled to appear and be heard at this hearing. The time and date of the hearing may be continued without further notice.

If you do not wish to object to the Proposed Settlement, you do not have to appear at the hearing or take any action.

However, any member of the Class may appear at the hearing in person or by duly-authorized attorneys, and show cause why the Proposed Settlement should not be approved as fair, reasonable and adequate, provided that no person shall be heard in opposition to any of the foregoing, and no paper or brief submitted by any such person shall be received or considered by the Court unless, on or before August 1, 2005 you file with the District Court, your written objection to the Proposed Settlement, and the grounds therefor, together with copies of any supporting papers or briefs, all of which shall bear the caption at the top of this notice, with the Clerk, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, and send a complete copy of the foregoing filed papers postmarked by August 1, 2005, to the following class counsel: Roy A. Katriel, Esq., The Katriel Law Firm, 1101 30th Street, NW Suite 500, Washington, DC 20007; Eric J. Belfi, Esq., Murray, Frank & Sailer, LLP, 275 Madison Avenue, 8th Floor, New York, NY 10016; and, Mark Reinhardt, Esq., Reinhardt, Wendorf & Blanchfield, 332 Minnesota Street, E-1250 First National Bank Building, St. Paul, MN 55101; and to the following counsel for defendants: Jay Cohen, Esq., Paul Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019.

Except as provided herein, no person shall be entitled to contest the terms and conditions of the Proposed Settlement unless the procedures set forth above are complied with, and persons who fail to object as provided herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections. If you wish to avail yourself of the provisions of the Proposed Settlement, you need not take any action. You will automatically be subject to the terms of the Proposed Settlement upon its effective date.

If you do not wish to participate in the Proposed Settlement, you must affirmatively opt-out of the Class by providing by first class mail, stamped no later than August 1, 2005, a written submission that identifies your name, address, telephone number and account number with Defendants, as well as your election to opt-out of the Proposed Settlement to class counsel identified herein. Do not mail your opt-out submissions to the Court.

Unless you follow the foregoing provisions by the August 1, 2005 deadline, you will not be able to opt-out of the Class, and you will be subject to the terms and conditions of the Proposed Settlement upon its effective date. If you opt-out of the Proposed Settlement, you will not be bound by it, you will not be represented by counsel for the Class, and you will not be entitled to partake in any of the terms of the Proposed Settlement. If you opt-out of the Class and elect to pursue your own action against Defendants, you will be solely responsible for all fees and expenses in pursuing that action. If you remain in the Class, you will not be responsible for any legal fees or expenses. If you wish, you may enter an appearance through your own counsel at your own expense. If you desire to be represented by your own counsel, you must advise the District Court of your request and send a copy of your request to Class Counsel, with such written request being filed and postmarked no later than August 1, 2005.

Direct any questions you have concerning the matters contained in this Notice to Class Counsel identified herein. Records in this action may be reviewed at the Clerk's office, United States District Court for the Southern District of New York, 500 Pearl Street, NY, NY 10007. DO NOT DIRECT ANY INQUIRIES TO THE COURT.

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KIM SEVIER and ERIC PAYNE,
Individually and On Behalf Of All
Others Similarly Situated,

Plaintiffs,

v.

TIME WARNER, INC. (FORMERLY AOL
TIME WARNER, INC.) AND TIME WARNER
CABLE, INC.,

Defendants.

No. 03-CV-7747 JES

HEIDI D. KNIGHT, Individually and on Behalf
Of All Others Similarly Situated,

Plaintiff,

v.

TIME WARNER, INC. (FORMERLY AOL
TIME WARNER, INC.) AND TIME WARNER
CABLE, INC.,

Defendants.

No. 03-CV-8400

NOTICE OF SETTLEMENT BETWEEN THE CLASS AND DEFENDANTS
TIME WARNER, INC. AND TIME WARNER CABLE, INC.

TO: ALL SUBSCRIBERS FROM OCTOBER 1, 1999 TO PRESENT WHO
PURCHASE OR PURCHASED THEIR HIGH-SPEED INTERNET SERVICE
FROM ENTITIES OWNED AND OPERATED BY TIME WARNER CABLE, INC.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY
BE AFFECTED BY THIS SETTLEMENT. YOU MAY BE ENTITLED TO
SHARE IN THE PROCEEDS FROM THIS SETTLEMENT.**

You are receiving this notification to inform you of a proposed agreement to settle
(the "Proposed "Settlement") the above-captioned putative class actions against Time

Warner Inc. and Time Warner Cable Inc. (“TWC”), in which you have been identified as a potential member of the settlement class. This notification provides a general description of the case, the Proposed Settlement, and the options available to you with respect to the Proposed Settlement. Please read this notice carefully.

BACKGROUND OF THE LITIGATION

This litigation began on October 1, 2003 when a class action complaint alleging that TWC’s practice of charging a single monthly fee for both its Internet high-speed service and the cable modem component of that service violated, among other things, federal and state antitrust laws. Two weeks later, a near-identical complaint was filed, followed, on December 17, 2003, by the filing of a consolidated amended complaint (the “Consolidated Amended Complaint”).

On February 6, 2004, Defendants Time Warner Inc. and TWC moved (i) to compel arbitration and stay proceedings pursuant to the Federal Arbitration Act, or, in the alternative, (ii) to dismiss the Consolidated Amended Complaint for failure to state claims on which relief could be granted. On March 5, 2004, Plaintiffs Kim Sevier, Eric Payne, and Heidi Knight filed their opposition to that motion. On April 19, 2004, the United States District Court Southern District of New York (the “District Court”) heard oral argument on Defendants’ motion. On April 23, 2004, the District Court issued an order denying the motion.

Defendants filed notices of appeal to the United States Court of Appeals for the Second Circuit (the “Court of Appeals”) on May 6 and 7, 2004. The appeal was briefed in August and September 2004. After the parties engaged in protracted and adversarial discussions in an attempt to settle these actions, and were ultimately able to negotiate a

settlement, in principle, the Court of Appeals remanded the case back to the District Court for consideration and possible approval of the parties' Proposed Settlement.

PLAINTIFFS' CLAIMS AND DEFENDANTS' RESPONSE

Plaintiffs allege that TWC's practice of bundling the price of both its high-speed Internet service and the cable modems used by subscribers to access that service constitutes an illegal tie under the antitrust laws. Plaintiffs further allege that, as a result of this allegedly unlawful practice, they, and other subscribers who, from October 1, 1999 to present, purchased their high-speed Internet service from entities owned and operated by TWC (the "Class") suffered damages. Plaintiffs seek recovery on behalf of the Class of treble damages, together with reimbursement of costs and expenses and an award of attorneys' fees.

Defendants deny any wrongdoing or legal liability arising from any of the facts or conduct alleged in the Amended Consolidated Complaint. Defendants deny that they have caused members of the Class ("Class Members") to suffer any damages. Defendants believe that they have good defenses to the claims alleged in the Consolidated Amended Complaint.

THE COURT HAS NOT RULED ON ANY OF THE CLAIMS OR DEFENSES OF THE PARTIES. THIS NOTICE IS NOT TO BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY EITHER SIDE.

SUMMARY OF THE SETTLEMENT

On February 23, 2005, after extensive negotiations, the law firms representing Plaintiffs — The Katriel Law Firm; Murray, Frank & Sailer, LLP; and Reinhardt

Wendorf & Blanchfield (“Class Counsel”) — and counsel for Defendants agreed, in principle, to settle this litigation and entered into a memorandum of understanding memorializing generally the essential terms of the parties’ proposed agreement. The Proposed Settlement is subject to final court approval.

Class Counsel has conducted an extensive investigation into the facts and law pertinent to this litigation. On the basis of that investigation, as well as the inherent risk and delay attendant to complex litigation, Class Counsel believes that settlement of Plaintiffs’ claims against Defendants, as further described below, is fair, reasonable, and adequate and in the best interests of the Class. Although Defendants deny Plaintiffs’ allegations and, despite their belief that they are not liable for the claims alleged in the Amended Consolidated Complaint and that they have good defenses thereto, Defendants have nevertheless agreed to enter into a Stipulation of Settlement dated April 25, 2005 (the “Stipulation”) to avoid further expense, inconvenience and the distraction of burdensome litigation.

The Proposed Settlement provides substantial benefits to the Class. Pursuant to the Stipulation, TWC agrees for a period of three (3) years following the effective date of the Settlement (the “3 Year Period”) to offer Class Members who currently purchase or have purchased their high-speed Internet service from entities owned and operated by TWC, excluding those Class Members who received a discount off the rate card rate, (the “Eligible Subscribers”), a pricing option whereby Eligible Subscribers who choose to use their own compatible cable modem to access TWC’s high-speed Internet service will receive a price discounted by \$1.00 per month from the monthly price paid by similarly situated Eligible Subscribers who do not supply their own cable modem (the “Pricing

Option”). Class Members who are not Eligible Subscribers shall become Eligible Subscribers if and when they cease to receive a discount off the rate card rate. Excluded for the settlement class are all employees and officers of defendants or of their corporate affiliates, as well as all judicial officers.

By way of example only, a subscriber who is an Eligible Subscriber for the entire 3 Year Period following the effective date of the Stipulation, and who opts to avail himself or herself of the Pricing Option by providing his own cable modem device shall be eligible for a discount that in the aggregate amounts to a total of \$36.00 (i.e. one dollar per month for each of the 36 months) off the price that a similarly situated Eligible Subscriber would have paid to Defendants if that Eligible Subscriber had not elected to avail himself of the Pricing Option.

The precise amount of any total discount potential that you may be eligible to receive under the Stipulation may differ and be less than the foregoing example, depending upon, among other things, the number of months during which you are an Eligible Subscriber, and timing of when you opt to elect and/or terminate your right to receive the Pricing Option.

If you are an Eligible Subscriber, and wish to avail yourself of the Pricing Option, you must contact TWC’s customer service department at the number listed on the monthly invoice you receive from TWC to notify TWC of your election to receive the Pricing Option. Your Pricing Option rate will then begin in the first billing cycle that is after both the effective date of the Stipulation and your notification to TWC’s customer service department of your election to avail yourself of the Pricing Option and only upon

your return to TWC of any cable modem device in your possession that was provided to you by TWC.

If you are not an Eligible Subscriber, or are an Eligible Subscriber but do not wish to avail yourself of the Pricing Option, you need not do anything, and your terms of service and rate for your cable modem high-speed Internet service will continue to be governed by your operative agreement(s) with TWC.

If you are, or become, an Eligible Subscriber at any time within the 3 Year Period, you may elect to avail yourself of the Pricing Option at any time during the 3 Year Period by following the procedures, and subject to the terms described in the foregoing paragraph.

After the expiration of the 3 Year Period, TWC shall have the right, but not the obligation, to continue to offer the Pricing Option to Eligible Subscribers. If TWC continues to offer the Pricing Options to Eligible Subscribers, Class Members agree not to assert any claim against Defendants with respect to how they allocate their fee for high-speed Internet service and the cable modem, but reserve the right to bring such a complaint if TWC discontinues or modifies the Pricing Option.

If the Proposed Settlement is approved, the Court will enter a final order approving the Stipulation and a final judgment dismissing the litigation against Defendants on the merits with prejudice as to all Class Members and without costs (the “Final Order and Judgment”). The Proposed Settlement will be effective when all appeals from the Final Order and Judgment has been exhausted.

RELEASE PROVISIONS

In consideration of the Pricing Option, and for other valuable consideration, Class Members will release, jointly and severally, and individually and collectively, Defendants and their respective affiliates, assignors, assignees, predecessors, successors, officers, directors, employees, agents and attorneys from all claims, actions, suits, liabilities, damages (whether compensatory, punitive, or otherwise), and rights and causes of actions, known or unknown, whether in law or equity, that such Class Members now have or have ever had which arise under federal or state statutory or common law involving, relating to, arising out of or concerning any of the claims or allegations set forth in the Amended Consolidated Complaint.

If the Stipulation is approved, and upon it becoming final, Defendants and their respective affiliates, assignors, assignees, predecessors, successors, officers, directors, employees, agents and attorneys shall be completely released, acquitted and forever discharged from any and all claims, actions, suits, liabilities, damages (whether compensatory, punitive or otherwise), and rights and causes of actions, known or unknown, whether in law or equity, that the Class Members now have or have ever had which arise under federal or state statutory or common law involving, relating to, arising out of or concerning any of the claims or allegations set forth in the Amended Consolidated Complaint.

If the Court does not approve the Settlement, either in its present or any modified form, the rights and duties of the parties will continue as if no Stipulation had been entered between them.

THE ABOVE IS ONLY A SUMMARY OF THE SETTLEMENT WITH DEFENDANTS. YOU ARE REFERRED TO THE AGREEMENT ON FILE WITH THE CLERK OF THE COURT FOR ITS PRECISE TERMS AND CONDITIONS, OR YOU MAY CONTACT CLASS COUNSEL, IDENTIFIED BELOW, WHO WILL FORWARD A COPY OF THE AGREEMENT TO YOU.

ATTORNEYS' FEES AND EXPENSES

All attorneys' fees, costs, and expenses in connection with this litigation will be paid by Defendants, only as approved by the Court.

Class Counsel will file a Petition for Attorneys' Fees and Reimbursement of Litigation Costs and Expenses. Class Counsel has agreed to request an award of attorneys' fees and expenses not to exceed \$1 million, and defendants agree to support such a request.

YOU WILL NOT BE INDIVIDUALLY RESPONSIBLE FOR PAYMENT OF ATTORNEYS' FEES AND LITIGATION COSTS AND EXPENSES IN CONNECTION WITH THE LITIGATION UNLESS YOU CONSULT WITH A PRIVATE ATTORNEY OF YOUR OWN CHOOSING. CLASS COUNSEL'S FEES AND COSTS WILL BE PAID, PURSUANT TO COURT APPROVAL, BY DEFENDANTS.

HOW TO PARTICIPATE IN THE SETTLEMENT

If the Final Order and Judgment are entered and the time for appeal or to such permission to appeal from the Court's approval of the Final Order and Judgment has expired or, if appealed, the Final Order and Judgment has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmation has

become no longer subject to further appeal or review, you need not take any action to avail yourself of the benefits of the Stipulation. As a Class Member, you will automatically be subject to the terms of the Stipulation, unless you timely and appropriately exercise your right to opt-out of the Class and the Stipulation by following the procedures set forth herein

HEARING REGARDING APPROVAL OF SETTLEMENT

PLEASE TAKE NOTICE that a hearing will be held on September 12, 2005 at 3:00 p.m. in Courtroom 705 of the United States Courthouse for the Southern District of New York, 40 Centre Street, New York, NY 10007, before the Honorable John E. Sprizzo for the purpose of determining whether the Settlement with Defendants is fair, adequate, and reasonable and should be approved by the Court. You are entitled to appear and be heard at this hearing. The time and date of the hearing may be continued from time-to-time without further notice.

YOUR RIGHT TO APPEAR, OBJECT, OR OPT-OUT OF THE SETTLEMENT

If you do not wish to object to the Settlement, you do not have to appear at the hearing or take any action. However, any member of the Class may appear at the hearing in person or by duly-authorized attorneys, and show cause why the Settlement should not be approved as fair, reasonable, and adequate, provided that no person shall be heard in opposition to any of the foregoing, and no paper or brief submitted by any such person shall be received or considered by the Court unless, on or before August 1, 2005 you file with the District Court, your written objection to the Stipulation, and the grounds therefor, together with copies of any supporting papers or briefs, all of which shall be captioned as *Sevier and Payne v. Time Warner, Inc. and Time Warner Cable, Inc.*, No.

03-cv-7747 (JES) and *Knight v. Time Warner Inc.*, No. 03-cv-8400 (JES), with the Clerk, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, and send a complete copy of the foregoing filed papers postmarked by August 1, 2005, to counsel identified below:

Roy A. Katriel, Esq.
THE KATRIEL LAW FIRM
1101 30th Street, NW Suite 500
Washington, DC 20007

Brian P. Murray, Esq.
Eric J. Belfi, Esq.
MURRAY, FRANK & SAILER LLP
275 Madison Avenue, 8th Floor
New York, NY 10016

Mark Reinhardt, Esq.
Mark A. Wendorf, Esq.
Garrett D. Blanchfield, Jr., Esq.
REINHARDT WENDORF & BLANCHFIELD
332 Minnesota Street
E-1250 First National Bank Building
St. Paul, Minnesota 55101

Lead Counsel for Plaintiffs

Jay Cohen, Esq.
PAUL WEISS RIFKIND WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019

Attorneys for Defendants

Except as provided herein, no person shall be entitled to contest the terms and conditions of the Settlement unless the procedures set forth above are complied with, and persons who fail to object as provided herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections.

As stated, if you wish to avail yourself of the provisions of the Stipulation, you need not take any action. You will automatically be subject to the terms of the Stipulation once the Final Order and Judgment are entered by the District Court. If you do not wish to participate in the Stipulation, you must affirmatively opt-out of the Class by providing by first class mail, stamped no later than August 1, 2005, a written submission that identifies your name, address, telephone number and account number with Defendants, as well as your election to opt-out of the Stipulation to:

Eric J. Belfi
MURRAY, FRANK & SAILER LLP
275 Madison Avenue, 8th Floor
New York, NY 10016

Do not mail your opt-out submissions to the District Court. Unless you follow the foregoing provisions by the August 1, 2005 opt-out deadline, you will not be able to opt-out of the Class, and you will be subject to the terms and conditions of the Stipulation, once it is approved by the District Court. If you opt-out of the Stipulation, you will not be bound by the provisions of the Stipulation, you will not be represented by counsel for the Class, and you will not be entitled to partake in any of the provisions of the Stipulation. If you opt-out of the Class and elect to pursue your own action against Defendants, you will be solely responsible for all fees and expenses in pursuing that action. If you remain in the Class, you will not be responsible for any legal fees or expenses.

ADDITIONAL INFORMATION

You are requested to preserve all of your records relating to your subscription to any high-speed Internet service owned and operated by TWC that you purchased.

If you change your electronic mail address, or if this Notice was not mailed to your correct electronic mail address, you should immediately provide your correct address to Time Warner Tying Litigation, P.O. Box 500, Excelsior, MN 55331-0500. If Class Counsel does not have your correct electronic mail address, you may not receive notice of important developments in this litigation.

If you wish, you may enter an appearance through your own counsel at your own expense. If you desire to be represented by your own counsel, you must advise the District Court of your request and send a copy of your request to Class Counsel, with such written request being filed and postmarked no later than August 1, 2005. Any questions which you have concerning the matters contained in this Notice may be directed, in writing, to Class Counsel:

Roy A. Katriel, Esq.
THE KATRIEL LAW FIRM
1101 30th Street, NW Suite 500
Washington, DC 20007

Brian P. Murray, Esq.
Eric J. Belfi, Esq.
MURRAY, FRANK & SAILER LLP
275 Madison Avenue, 8th Floor
New York, NY 10016
Telephone: (800) 497-8076

Mark Reinhardt, Esq.
Mark A. Wendorf, Esq.
Garrett D. Blanchfield, Jr., Esq.
REINHARDT WENDORF & BLANCHFIELD
332 Minnesota Street
E-1250 First National Bank Building
St. Paul, Minnesota 55101

The Stipulation, pleadings and other records in this litigation may be examined and copied during regular office hours at the office of the Clerk, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007. The Stipulation may also be viewed at www.murrayfrank.com/twcnotice.html

PLEASE DO NOT TELEPHONE OR DIRECT ANY INQUIRIES TO THE COURT.

Dated: _____, 2005 BY ORDER OF THE COURT:

Hon. John E. Sprizzo, Judge
United States District Court for the
Southern District of New York