

11-20-10 15

SERGIO PRASLIN, on Behalf of Himself and
All Others Similarly Situated
P.O. Box 4517
Covina, CA 91743,

Plaintiff,

vs.

LAWRENCE W. BIANCHI
24200 N. Alma School Road, Unit 9
Scottsdale, AZ 85255-3000,

Case No. _____

Case Code: 30106

JAMES C. HILL
1126 Long Lake Drive
Brighton, MI 48114,

LEON A. KRANZ
208 McBride Drive
Ruidoso, NM 88348,

WAYNE E. LARSEN
12650 Wrayburn Road
Elm Grove, WI 53122,

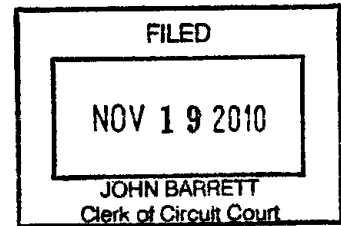
J. ROBERT PEART
1215 N. Dryden Avenue
Arlington Heights, IL 60004-4900,

JOHN W. SPLUDE
6320 Parkview Road
Greendale, WI 53129-2154,

LADISH CO., INC.
5481 S. Packard Avenue
Cudahy, WI 53110,

and
ALLEGHENY TECHNOLOGIES
INCORPORATED
1209 Orange Street
Wilmington, DE 19801,

Defendants.



**DIRECT SHAREHOLDER CLASS ACTION COMPLAINT FOR BREACH OF FIDUCIARY
DUTIES**

Plaintiff, Sergio Praslin (“Plaintiff”), individually and on behalf of all others similarly situated, respectfully brings this direct class action for breach of fiduciary duties against the herein named Defendants and, upon information and belief, alleges the following:

1. This is a stockholder class action brought by Plaintiff on behalf of himself and the holders of Ladish Co., Inc. (“Ladish” or the “Company”) common stock against Ladish, its Board of Directors (the “Board”), and Allegheny Technologies Incorporated (“Allegheny”), arising out of their breaches of fiduciary duty and/or aiding and abetting such breaches of fiduciary duty in connection with their agreement to enter into a merger transaction (“Merger”) whereby Allegheny is ~~attempting to acquire Ladish via an unfair process and at an unfair price (the “Buyout” or “Acquisition”).~~

2. Pursuant to the terms of the Merger, Allegheny will acquire Ladish for an aggregate fully distributed equity value of approximately \$778 million. Ladish shareholders will receive \$24.00 in cash and 0.4556 of a share of ATI common stock for each share of Ladish common stock.

3. The Proposed Buyout is the product of a flawed process that is designed to ensure the merger of Ladish with Allegheny on terms preferential to Allegheny but detrimental to Plaintiff and the other public stockholders of Ladish.

4. Unless enjoined by this Court, the herein-named Defendants will continue to breach their fiduciary duties owed to Plaintiff and the proposed class and will consummate the merger, resulting in irreparable harm to Plaintiff and other Ladish shareholders.

5. Herein, Plaintiff seeks equitable relief only.

JURISDICTION AND VENUE

6. Pursuant to W.S.A. § 801.05, this Court has jurisdiction over each Defendant named herein because each Defendant is either a corporation that is engaged in substantial and not isolated activities within this state, or is an individual who has sufficient minimum contacts with Wisconsin so as to render the exercise of jurisdiction by the Wisconsin courts permissible under traditional notions of fair play and substantial justice.

7. Venue is proper in this Court because one or more of the Defendants either resides in ~~or maintains executive offices in this County, a substantial portion of the transactions and wrongs~~ complained of herein, including the Defendants' primary participation in the wrongful acts detailed herein and aiding and abetting and conspiracy in violation of fiduciary duties owed to Ladish's shareholders occurred in this County, and Defendants have received substantial compensation in this County by doing business here and engaging in numerous activities that had an effect in this County.

PARTIES

8. Plaintiff is and has been at all material times a holder of Ladish common stock and is an adult resident of the State of California, with a current address of P.O. Box 4517, Covina, California 91743.

9. Defendant Ladish, is a Wisconsin address with its principal offices located 5481 S. Packard Avenue, Cudahy, Wisconsin 53110. Ladish engineers, produces and markets high-strength, high-technology forged and cast metal components for a variety of load-bearing and fatigue-resisting applications in the jet engine, aerospace, and industrial markets. Ladish is publicly traded on the NASDAQ stock exchange under the ticker "LDSH."

10. Defendant Lawrence W. Bianchi ("Bianchi") is and has been at all material times a director of Ladish and is an adult resident of the State of Arizona, with a current address of 24200 N. Alma School Road, Unit 9, Scottsdale, Arizona 85255-3000.

11. Defendant James C. Hill ("Hill") is and has been at all material times a director of Ladish and is an adult resident of the State of Michigan, with a current address of 1126 Long Lake Drive, Brighton, Michigan 48114.

12. Defendant Leon A. Kranz ("Kranz") is and has been at all material times a director of Ladish and is an adult resident of the State of New Mexico, with a current address of 208 McBride Drive, Ruidoso, New Mexico 88348.

13. Defendant Wayne E. Larsen ("Larsen") is and has been at all material times a director of Ladish and is an adult resident of the State of Wisconsin, with a current address of 12650 Wrayburn Road, Elm Grove, Wisconsin 53122.

14. Defendant J. Robert Peart ("Peart") is and has been at all material times a director of Ladish and is an adult resident of the State of Illinois, with a current address of 1215 N. Dryden Avenue, Arlington Heights, IL 60004-4900

15. Defendant John W. Splude ("Splude") is and has been at all material times a director of Ladish and is an adult resident of the State of Wisconsin, with a current address of 6320 Parkview Road, Greendale, Wisconsin 53129-2154

16. Defendants Bianchi, Hill, Kranz, Larsen, Peart, and Splude are collectively herein referred to as the "Individual Defendants."

17. Defendant Allegheny, is a Delaware corporation whose registered agent of service is 1209 Orange Street, Wilmington, Delaware 19801 and principal offices located at 1000 Six PPG Place, Pittsburg, Pennsylvania 15222-5479. Allegheny is a diversified specialty metals producer. Allegheny's products include titanium and titanium alloys, nickel-based alloys and superalloys, zirconium, hafnium and niobium, stainless and specialty steel alloys, grain-oriented electrical steel, tungsten-based materials and cutting tools, carbon alloy impression die forgings, and large grey and ductile iron castings.

DEFENDANTS' FIDUCIARY DUTIES

18. Under applicable law, in any situation where the directors of a publicly traded corporation undertake a transaction that will result in either: (i) a change in corporate control; or (ii) a break up of the corporation's assets, the directors have an affirmative fiduciary obligation to obtain the highest value reasonably available for the corporation's shareholders, and if such transaction will result in a change of corporate control, the shareholders are entitled to receive a significant premium. To diligently comply with these duties, the directors and/or officers may not take any action that:

- (a) adversely affects the value provided to the corporation's shareholders;
- ~~(b) will discourage or inhibit alternative offers to purchase control of the~~
corporation or its assets;
- (c) contractually prohibits themselves from complying with their fiduciary duties;
- (d) will otherwise adversely affect their duty to search and secure the best value reasonably available under the circumstances for the corporation's shareholders; and/or
- (e) will provide the directors and/or officers with preferential treatment at the expense of, or separate from, the public shareholders.

19. In accordance with their duties of loyalty and good faith, the Defendants, as directors and/or officers of Ladish, are obligated under applicable law to refrain from:

- (a) participating in any transaction where the directors' or officers' loyalties are divided;
- (b) participating in any transaction where the directors or officers receive, or are entitled to receive, a personal financial benefit not equally shared by the public shareholders of the corporation; and/or
- (c) unjustly enriching themselves at the expense or to the detriment of the public shareholders.

20. Plaintiff alleges herein that Defendants, separately and together, in connection with the Buyout, are knowingly or recklessly violating their fiduciary duties, including their duties of loyalty, good faith and independence owed to Plaintiff and other public shareholders of Ladish.

21. Because Defendants are knowingly or recklessly breaching their duties of loyalty, good faith and independence in connection with the Buyout, the burden of proving the inherent or entire fairness of the Buyout, including all aspects of its negotiation, structure, price and terms, is placed upon Defendants as a matter of law.

CLASS ACTION ALLEGATIONS

~~22. Plaintiff brings this action individually and as a class action on behalf of all holders of~~
Ladish stock who are being and will be harmed by Defendants' actions described below (the "Class"). Excluded from the Class are Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any Defendants.

23. This action is properly maintainable as a class action under Wisconsin procedural law.

24. The Class is so numerous that joinder of all members is impracticable. According to the Company's quarterly report filed with the U.S. Securities and Exchange Commission, there were over 15 million shares of common stock outstanding as of September 30, 2010 held by hundreds, if not thousands, of beneficial holders.

25. There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. The common questions include, inter alia, the following:

(a) whether the Individual Defendants have breached their fiduciary duties of undivided loyalty, independence or due care with respect to Plaintiff and the other members of the Class in connection with the Buyout;

(b) whether the Individual Defendants are engaging in self dealing in connection with the Buyout;

(c) whether the Individual Defendants have breached their fiduciary duty to secure and obtain the best price reasonable under the circumstances for the benefit of Plaintiff and the other members of the Class in connection with the Buyout;

(d) whether the Individual Defendants are unjustly enriching themselves and other insiders or affiliates of Ladish;

(e) whether the Individual Defendants have breached any of their other fiduciary ~~duties to Plaintiff and the other members of the Class in connection with the Buyout, including the~~ duties of good faith, diligence, honesty and fair dealing;

(f) whether the Individual Defendants, in bad faith and for improper motives, have impeded or erected barriers to discourage other strategic alternatives including offers from interested parties for the Company or its assets;

(g) whether Plaintiff and the other members of the Class would be irreparably harmed were the transactions complained of herein consummated; and

(h) whether Ladish and Allegheny are aiding and abetting the wrongful acts of the Individual Defendants.

(i) Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff does not have any interests adverse to the Class.

(j) Plaintiff is an adequate representative of the Class, has retained competent counsel experienced in litigation of this nature and will fairly and adequately protect the interests of the Class.

26. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for the party opposing the Class.

27. Plaintiff anticipates that there will be no difficulty in the management of this litigation. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

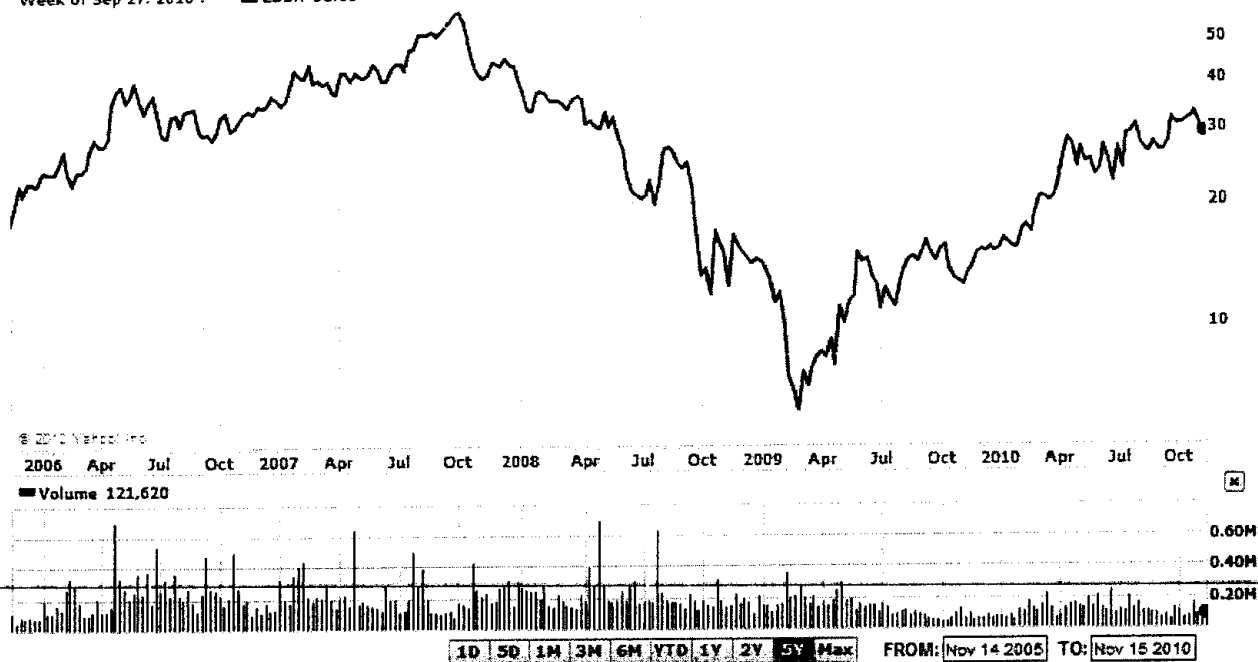
28. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

SUBSTANTIVE ALLEGATIONS

29. Ladish engineers, produces and markets high-strength, high-technology forged and ~~cast metal components for a variety of load-bearing and fatigue-resisting applications in the jet~~ engine, aerospace, and industrial markets. The Company markets its products primarily to manufacturers of jet engines, commercial business and defense aircraft, helicopters, satellites, heavy-duty off-road vehicles, and industrial and marine turbines. The principal markets served by the Company are jet engine, commercial aerospace, and general industrial products. As of December 31, 2009, approximately 88% of the Company's revenues were derived from the sale of jet engine parts, missile components, landing gear, helicopter rotors and other aerospace products.

30. The Company has performed well for its shareholders, weathering the economic turmoil of the recent years:

Week of Sep 27, 2010 : ■ LDSH 31.80



31. All indications are that the Company's stock will continue to rise. Analysts estimate an earnings growth rate for the company in fiscal year 2011 of 17% and over 7% for the following five years.¹

32. Moreover, the Company released its third quarter results for 2010 and identified just how promising its prospects are:

Third Quarter 2010 Compared to Third Quarter 2009

Net sales for the three months ended September 30, 2010 were \$100,280 compared to \$76,191 for the same period in 2009.

* * *

Gross profit for the third quarter of 2010 was 16.2% of net sales in contrast to 6.2% of net sales in the third quarter of 2009. The increase in gross profit in the third quarter of 2010 is primarily a result of improved productivity, lower employment levels and improved by-product sales along with an improved absorption of fixed costs by the increased level of net sales.

1

<http://moneycentral.msn.com/investor/invsub/analyst/earnest.asp?Page=EarningsGrowthRates&Symbol=LDSH> (last visited November 17, 2010).

* * *

Pretax income for the third quarter of 2010 was \$10,070 in contrast to a loss of \$(3,030) for the same period in 2009. The increase in pretax income was due to the incremental sales increase, growth of by-product sales, significantly reduced expenses associated with employment reductions and reduced utility costs.

* * *

The Company's net income for the third quarter of 2010 was \$6,218, an \$8,427 increase from \$(2,209) in net losses for the same quarter of 2009. Profitability increased from the prior period due to the increased sales levels, lower employment costs, improved productivity, higher by-product sales and lower utility costs. The Company's contract backlog at September 30, 2010 was \$536,511 in comparison to backlogs of \$475,566 and \$504,207 at September 30, 2009 and December 31, 2009, respectively.

First Nine Months 2010 Compared to First Nine Months 2009

The Company had net sales of \$298,635 during the first nine months of 2010 in contrast to \$266,616 of net sales in the first three quarters of 2009.

* * *

In the first nine months of 2010, the Company had gross profits of \$46,623, or 15.6% of net sales, in contrast to \$18,383, or 6.9% of net sales, during the same period in 2009. The increase in gross income in 2010 is attributable to higher sales, improved productivity, lower employment levels and improved by-product sales.

The Company had selling, general and administrative expense of \$12,761, or 4.3% of net sales, in the first nine months of 2010 in comparison to \$14,007, or 5.3% of net sales, in the first three quarters of 2009. The decrease in selling, general and administrative expense in 2010 was due to lower employment costs in 2010.

* * *

Pretax income in the first nine months was \$29,959, a \$30,142 increase over the \$(183) of pretax loss in the first nine months of 2009. The increase in pretax income in 2010 resulted from sales growth, lower employment levels, higher productivity, improved by-product sales and lower utility rates.

* * *

The Company's net income of \$19,104, or \$1.21 of diluted per share earnings, in the first nine months of 2010 reflects an increase of \$19,463 from the loss of \$(359), or \$(0.02) of diluted losses per share in the first three quarters of 2009. The increase in net income reflects the impact of incremental sales growth, improved absorption of fixed costs, higher productivity, improved by-product sales and lower utility rates.

33. Ladish's CEO commented as follows regarding these results in an October 26, 2010

release:

Ladish produced strong third quarter sales and earnings, consistent with the pattern we set in the first half of 2010. . . We are especially pleased that all of our business units are performing well, outpacing both last year and our expectations for this year. This \$0.40 of EPS in the third quarter is right in line with our expectations, and the \$1.21 of EPS for the first nine months confirms our business is solid. Now we're poised for growth. We continue to generate positive cash flow while requirements expand, and our balance sheet is robust. Our employees have stepped up impressively over the past 18 months, and these financial results are an indication of our Company's true potential. . . Our view of the next 90 days is unchanged from before. We expect relatively stable fourth quarter demand as we prepare for the anticipated rise in business next year. Every product group - forgings, castings, and machining - has new opportunities lined up in 2011 which will drive growth. ~~Contract backlog has risen every month this year, to its present \$537 million level at~~ the end of September. We look forward to 2011, and we are ready to go.

34. Despite these promising results, the Company agreed to be purchased by Allegheny.

On November 17, 2010, the Defendants issued the following release announcing the Proposed

Transaction:

Allegheny Technologies To Acquire Ladish

Pittsburgh, PA — November 17, 2010 — Allegheny Technologies Incorporated (NYSE: ATI) and Ladish Co., Inc. (NASDAQ: LDSH) today announced that they have entered into a definitive merger agreement whereby ATI will acquire Ladish for an aggregate fully distributed equity value of approximately \$778 million. Ladish shareholders will receive \$24.00 in cash and 0.4556 of a share of ATI common stock for each share of Ladish common stock. Based on the volume weighted average price of ATI common stock over the last 10 trading days ending November 16, 2010, the aggregate consideration on a fully diluted basis is \$48.00 per Ladish share. The transaction is subject to normal closing conditions, including approval by Ladish shareholders, and is expected to be completed in early 2011.

“ATI's unique industry-leading product portfolio combined with Ladish's technologically advanced forging, investment casting, and machining capabilities creates a more integrated, stable, and sustainable supply chain for the aerospace, defense, and industrial markets,” said L. Patrick Hassey, ATI's Chairman and Chief Executive Officer.

“We like the people, the technology, and the market position of Ladish. Our strategy is to build unsurpassed manufacturing capabilities and develop innovative new products that add value for our customers. With this strategic acquisition, we leverage these capabilities to forward integrate and better position ATI to capitalize on secular growth trends in our key markets.

“Ladish expects sales of approximately \$400 million in 2010 and anticipates that sales will continue to grow with the aerospace market recovery. In addition, we believe at least \$100 million of sales can be added through market synergies. We expect this acquisition to generate positive cash flow to ATI immediately after the transaction closes. We expect the acquisition to be accretive to earnings after the first year.”

Gary J. Vroman, Ladish President and CEO said, “We have been preparing and positioning our company for market growth. Highly skilled people are trained and in place, and our equipment is ready to go. Integrating Ladish’s manufacturing operations with ATI’s broad product range of specialty metals immediately enhances our ability to serve our existing customer base. Beyond that, there are new markets now well within our reach that were previously a stretch for us. Without question, this merger significantly improves the long-term outlook for Ladish. We are looking forward to what the future will bring for our 1,700 dedicated employees in the United States and Poland.”

35. The Proposed Transaction is unfair, unlawful, does not maximize shareholder value, and is the product of a flawed process that will forever deprive the class from enjoying an equity stake in Ladish as a stand-alone company. The consideration paid to Company shareholders substantially undervalues Ladish and is merely an attempt by Allegheny to acquire Ladish for a bargain during a temporary downturn in the economy. Furthermore, Company shareholders will not receive proper value for their shares in the share exchange component of the Merger, as the exchange does not reflect the true value of Ladish’s shares.

36. In entering into the Merger, the Defendants have breached their fiduciary duties of loyalty, due care, independence, good faith and fair dealing, and have aided and abetted such breaches by the Board.

37. Unless enjoined by this Court, the Individual Defendants will continue to breach their fiduciary duties owed to Plaintiff and the Class in a willful, reckless and wanton manner, and will consummate the Merger all to their irreparable harm.

CAUSES OF ACTION

COUNT I

Claim for Breach of Fiduciary Duties Against the Individual Defendants

38. Plaintiff repeats and realleges each allegation set forth herein.

39. Defendants have knowingly and recklessly and in bad faith violated fiduciary duties of care, loyalty, good faith, candor and independence owed to the public shareholders of Ladish and have acted to put their personal interests and the interest of Allegheny ahead of the interests of Ladish's shareholders.

40. By the acts, transactions and courses of conduct alleged herein, Defendants, individually and acting as a part of a common plan, knowingly or recklessly and in bad faith are attempting to unfairly deprive Plaintiff and other members of the Class of the true value of their investment in Ladish.

41. Defendants have knowingly or recklessly and in bad faith violated their fiduciary duties by entering into a transaction with Allegheny without regard to the fairness of the transaction to Ladish's shareholders.

42. As demonstrated by the allegations above, Defendants knowingly or recklessly failed to exercise the care required, and breached their duties of loyalty, good faith, candor and independence owed to the shareholders of Ladish because, among other reasons:

(a) they failed to take steps to maximize the value of Ladish to its public shareholders;

(b) they capped the price of Ladish's stock giving Defendants an unfair advantage, by, among other things, failing to solicit other potential acquirors or alternative transactions;

(c) they ignored or did not protect against the numerous conflicts of interest resulting from the directors' own interrelationships or connection with the Buyout.

43. By reason of the foregoing acts, practices and course of conduct, Defendants have knowingly or recklessly and in bad faith failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward Plaintiff and the other members of the Class.

44. As a result of Defendants' unlawful actions, Plaintiff and the other members of the Class will be irreparably harmed in that they will not receive the real value of their equity ownership of the Company. Unless the Buyout is enjoined by the Court, Defendants will continue to knowingly or recklessly and in bad faith breach their fiduciary duties owed to Plaintiff and the members of the Class, will not engage in arm's-length negotiations on the Buyout terms, and will not supply to Ladish's public shareholders sufficient information to enable them to cast informed votes on the Buyout and may consummate the Buyout, all to the irreparable harm of the members of Plaintiff and the Class.

45. Plaintiff and the members of the Class have an inadequate remedy at law. Only through the exercise of this Court's equitable powers can Plaintiff and the Class be fully protected from the immediate and irreparable injury which Defendants' actions threaten to inflict.

COUNT II
Aiding & Abetting the Individual Defendants' Breach of Fiduciary Duty
(Against Defendants Ladish and Allegheny)

46. Plaintiff repeats and realleges each allegation set forth herein.

47. Defendants Ladish and Allegheny are sued herein as aiders and abettors of the breaches of fiduciary duties outlined above by the Individual Defendants, as members of the Board of Ladish.

48. The Individual Defendants breached their fiduciary duties of good faith, loyalty, due care and candor to the Ladish shareholders by failing to:

- (a) fully inform themselves of the market value of Ladish before entering into the Buyout;
- (b) act in the best interests of the public shareholders of Ladish common stock;

- (c) maximize shareholder value;
- (d) obtain the best financial and other terms when the Company's independent existence will be materially altered by the Buyout;
- (e) act in accordance with their fundamental duties of good faith, due care and loyalty; and
- (f) put the shareholders' best interests above those of the Individual Defendants.

49. Such breaches of fiduciary duties could not and would not have occurred but for the conduct of Defendants Ladish and Allegheny, which, therefore, aided and abetted such breaches via ~~entering into the Buyout with each other.~~

50. Defendants Ladish and Allegheny had knowledge that they were aiding and abetting the Individual Defendants' breach of their fiduciary duties to the Ladish shareholders.

51. Defendants Ladish and Allegheny rendered substantial assistance to the Individual Defendants in their breach of their fiduciary duties to the Ladish shareholders.

52. As a result of the unlawful actions of Defendants Ladish and Allegheny, Plaintiff and the other members of the Class will be irreparably harmed in that they will not receive fair value for Ladish's assets and business and will be prevented from obtaining the real value of their equity ownership in the Company. Unless the actions of Defendants Ladish and Allegheny are enjoined by this Court, they will continue to aid and abet the Individual Defendants' breach of their fiduciary duties owed to Plaintiff and the members of the Class, and will aid and abet a process that inhibits the maximization of shareholder value.

53. Plaintiff and the other members of the Class have no adequate remedy at law.

54. Plaintiff seeks to obtain a non-pecuniary benefit for the Class in the form of injunctive relief against Defendants. Plaintiff's counsel are entitled to recover their reasonable attorneys' fees and expenses as a result of the conference of a non-pecuniary benefit on behalf of the Class, and will seek an award of such fees and expenses at the appropriate time.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands injunctive relief in its favor and in favor of the Class and against Defendants as follows:

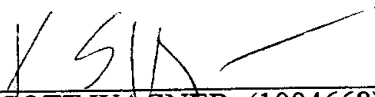
- A. Declaring that this action is properly maintainable as a class action;
- B. Declaring and decreeing that the Buyout was entered into in breach of the fiduciary duties of Defendants and is therefore unlawful and unenforceable;
- C. Enjoining Defendants, their agents, counsel, employees and all persons acting in concert with them from consummating the Buyout, unless and until the Company adopts and ~~implements a procedure or process to obtain the highest possible value for shareholders;~~
- D. Directing the Individual Defendants to exercise their fiduciary duties to obtain a transaction which is in the best interests of Ladish's shareholders until the process for the sale or auction of the Company is completed and the highest possible value is obtained;
- E. Rescinding, to the extent already implemented, the Buyout or any of the terms thereof;
- F. Implementation of a constructive trust, in favor of Plaintiff, upon any benefits improperly received by Defendants as a result of their wrongful conduct;
- G. Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and
- H. Granting such other and further equitable relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated this 19th day of November, 2010.

HALE & WAGNER, S.C.


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