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 RICHARD LONG, On Behalf of Himself and All Others Similarly Situated, : File Number 27-CV-07-6687
 Plaintiff, :
 vs. : Judge Richard S. Scherer
 ESCHELON TELECOM, INC., CLIFFORD D. WILLIAMS, RICHARD A. :
 SMITH, LOUIS L. MASSARO, MARK E. NUNNELLY, MARVIN MOSES, :
 JAMES P. TENBROEK, and IAN K. LORING, :
 Defendants. :
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**NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION
 AND HEARING ON PROPOSED SETTLEMENT**

IF YOU HELD ESCHELON TELECOM, INC. (“ESCHELON”) COMMON SHARES AS OF MARCH 20, 2007, THROUGH AND INCLUDING AUGUST 31, 2007, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION.

The District Court of the Fourth Judicial District, in and for Hennepin County, Minnesota, authorized this Notice of Pendency and Settlement of Class Action and Hearing on Proposed Settlement (“Notice”). **This is not a solicitation from a lawyer.**

Securities and Time Period: Eschelon Telecom, Inc. (“Eschelon” or the “Company”) common shares held between March 20, 2007, and August 31, 2007, inclusive.

The Lawsuit: The Settlement resolves litigation of the above-captioned action (the “Action”) over whether Defendants breached their fiduciary duties to the holders of Eschelon common shares in connection with the acquisition of Eschelon by Integra Telecom Holdings, Inc. (“Integra” and, collectively with Eschelon, the “Merger Parties”).

The Settlement: The Settlement provides for the disclosure by Eschelon of additional information, suggested by Plaintiff, in the Additional Definitive Proxy Statement that was filed with the Securities and Exchange Commission (“SEC”) on or about May 8, 2007, and disseminated to Eschelon shareholders. The Plaintiff believes disclosure of additional information was necessary in order for Eschelon’s shareholders to make an informed vote on the proposed acquisition of Eschelon by Integra. The disclosures in the Additional Definitive Proxy Statement included additional information about the number and extent of any discussions between Eschelon and Integra between 2001 and January 2007, whether any offers or indications of interest were made, and the amounts of the same; the specific reason(s) why the Eschelon Board (the “Board”) accepted Integra’s offer of \$30 per share when weeks earlier the Board had decided that it would not be in the best interests of shareholders to accept an offer of less than \$30.75 per share; the name of the investment bank that contacted Eschelon in January 2007; the specific financial analysis presented to the Board in early February 2007 by Defendant Smith; whether the Board interviewed any financial advisors other than Jefferies & Company, Inc. (“Jefferies”) and, if not, the reasons why; the specific “disclosure issues” of which Latham & Watkins LLP (L&W) advised the Board that could potentially arise out of the Integra proposal; why Defendant Smith independently contacted members of the Board between February 6, 2007, and February 8, 2007, regarding Integra CEO Dudley R. Slater’s request for forecasts; the “minimum acceptable purchase price” discussed by the Board as of February 15, 2007, to February 18, 2007; whether during communications among the Board between February 15, 2007, and February 18, 2007, any Board members objected to a sale to Integra or otherwise voiced any concerns about such a sale; the specific financial forecasts provided to Jefferies by the Board; the specific reason(s) why only four (4) companies were reviewed in connection with Jefferies’ “comparable company analysis”; the trading multiples of the companies reviewed in connection with Jefferies’ “comparable company analysis”; the transaction values as multiples of the target companies’ LTM EBITDA for each transaction reviewed by Jefferies in connection with its “selected comparable transactions analysis”; and the basis for Jefferies’ utilization of 13% and 15% discount rates for Jefferies’ “discounted cash flow analysis.”

Attorneys’ Fees and Expenses: The Settlement also provides for payment of Plaintiff’s attorneys’ fees and expenses.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement Class and waive your right to object or appear at the Fairness Hearing.
FILE A WRITTEN OBJECTION TO BE RECEIVED BY JANUARY 28, 2008	You may write to the Court if you do not like this Settlement as described in Question 10 below.
GO TO A FAIRNESS HEARING AFTER SENDING A WRITTEN NOTICE OF INTENTION TO APPEAR TO BE RECEIVED BY JANUARY 28, 2008	You may ask to speak in Court about the fairness of the Settlement. You must send written notice of your intention to appear as described in Question 13 below.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
 The Court in charge of this case must decide whether to approve the Settlement.

BASIC INFORMATION

1. Why Did I Get This Notice?

You or someone in your family held shares of Eschelon common stock as of March 20, 2007, through and including August 31, 2007 (the "Settlement Class Period"). If this description applies to you, you have a right to know about a proposed Settlement of the Action before the Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the proposed Settlement, and your legal rights.

2. What Is This Lawsuit About?

This case was brought as a class action alleging that Defendants breached their fiduciary duties to the shareholders of Eschelon common shares in connection with the acquisition of Eschelon by Integra. The Action complained, among other things, that the Board of Directors of the Company breached its fiduciary duties by adopting a merger agreement that failed to properly value the Company and by failing to disclose allegedly material facts to the Company's public shareholders in connection with the merger. Plaintiff sought to stop Defendants from proceeding with the acquisition and challenged the terms of the merger agreement, including the contemplated merger consideration of \$30.00 per share, and the omission of information Plaintiff believed was necessary for Eschelon shareholders to make an informed vote on the proposed acquisition.

Defendants contend that the allegations are meritless and did not justify a delay in the merger and deny that they did anything wrong. However, Defendants agreed to make additional disclosures in the Additional Definitive Proxy Statement sent to Eschelon shareholders in connection with the vote to approve or disapprove the Merger.

3. Why Is This a Class Action?

In a class action, one or more people or entities called class representatives (in this case, Richard Long) sue on behalf of people and entities who have similar claims. Here, all these people and entities are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members. The Court in charge of the case is the District Court of the Fourth Judicial District, in and for Hennepin County, Minnesota, and the case is known as *Richard Long v. Eschelon Telecom, Inc., et al.*, Case No. 27-CV-07-6687.

4. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to settle the litigation, thereby avoiding the cost and risks of further litigation and a trial. In early May 2007, the Parties reached an agreement in principle, expressed in a memorandum of understanding, providing for the Settlement of the suit subject to the Minnesota court's approval. Before agreeing to finalize the Settlement, Plaintiff's Counsel undertook certain confirmatory discovery efforts, including the taking of depositions and reviewing of documents, that confirmed, in the view of Plaintiff and his counsel, that the material terms of the merger, including the additional disclosures that Eschelon made, were fair. Following completion of that discovery, Plaintiff's Counsel determined that the additional disclosures that Defendants agreed to provide to shareholders were sufficient to allow Eschelon shareholders to make an informed vote on the merger.

5. How Do I Know if I Am Part of the Settlement?

The Settlement Class includes all holders of Eschelon common shares as of March 20, 2007, through and including the date of the closing of the merger on August 31, 2007, including any and all of the legal representatives, heirs, successors, successors in interest, predecessors, predecessors in interest, trustees, executors, administrators, transferees and assigns, and any person or entity acting for or on behalf of, or claiming under, any or all such foregoing holders, immediate and remote, except for the Defendants and their "affiliates" and "associates" (as those terms are defined in Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934).

THE SETTLEMENT BENEFITS

6. What Does the Settlement Provide?

Plaintiff had alleged that the merger consideration of \$30.00 per share of Eschelon's common shares, as originally contemplated by the Defendants, was financially unfair to Eschelon's public shareholders, that Defendants failed to disclose to shareholders certain material information relating to the acquisition, and that the acquisition was procedurally unfair because, among other things, it was the culmination of a process that was not designed to maximize shareholder value and sought to provide certain Eschelon officers with preferential treatment over its public shareholders. Defendants have denied and continue to deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff and the putative class. However, to settle the lawsuit, Defendants agreed to make additional disclosures in the Additional Definitive Proxy Statement distributed to Eschelon shareholders in connection with the Merger. Defendants acknowledge that the decision to provide the additional information and to amend the Merger Agreement was a result of the filing, pendency, and prosecution of the class action lawsuit and the efforts of Plaintiff and Plaintiff's Counsel and that absent the lawsuit, these changes would not have been made. While Plaintiff believes that the additional disclosures are material to the acquisition, the Defendants make no admission that the additional disclosures are material.

The disclosures in the Additional Definitive Proxy Statement included additional information about the number and extent of any discussions between Eschelon and Integra between 2001 and January 2007, whether any offers or indications of interest were made, and the amounts of the same; the specific reason(s) why the Board accepted Integra's offer of \$30 per share when weeks earlier the Board had decided that it would not be in the best interests of shareholders to accept an offer of less than \$30.75 per share; the name of the investment bank that contacted Eschelon in January 2007; the specific financial analysis presented to the Board in early February 2007 by Defendant Smith; whether the Board interviewed any financial advisors other than Jefferies and, if not, the reasons why; the specific "disclosure issues" of which L&W advised the Board that could potentially arise out of the Integra proposal; why Defendant Smith independently contacted members of the Board between February 6, 2007, and February 8, 2007, regarding Integra CEO Dudley R. Slater's request for forecasts; the "minimum acceptable purchase price" discussed by the

Board as of February 15, 2007, to February 18, 2007; whether during communications among the Board between February 15, 2007, and February 18, 2007, any Board members objected to a sale to Integra or otherwise voiced any concerns about such a sale; the specific financial forecasts provided to Jefferies by the Board; the specific reason(s) why only four (4) companies were reviewed in connection with Jefferies' "comparable company analysis"; the trading multiples of the companies reviewed in connection with Jefferies' "comparable company analysis"; the transaction values as multiples of the target companies' LTM EBITDA for each transaction reviewed by Jefferies in connection with its "selected comparable transactions analysis"; and the basis for Jefferies' utilization of 13% and 15% discount rates for Jefferies' "discounted cash flow analysis."

7. What Does It Mean to Be Part of the Settlement Class?

If you are in the Settlement Class, that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Persons (defined below) regarding the claims being released in this Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

Pursuant to the proposed Settlement, and upon entry of the Order and Final Judgment, Plaintiff and the other Settlement Class Members shall release and forever discharge, and shall forever be enjoined from prosecuting, the Released Persons (defined below) with respect to each and every Released Claim (defined below).

The "Defendants" include the following, each of whom will be released from all Released Claims: Eschelon, Clifford D. Williams, Richard A. Smith, Louis L. Massaro, Mark E. Nunnally, Marvin Moses, James P. Tenbroek, and Ian K. Loring. The proposed Settlement will release all Settlement Class Members' Released Claims against any and all of the Defendants (or any one of them) and any of their respective families, affiliates, parents, or subsidiaries and each and all of their respective past, present, or future officers, directors, shareholders, members, employees, agents, attorneys, advisors, insurers, accountants, trustees, financial or investment advisors, commercial bankers, persons who provided fairness opinions, investment bankers, associates, representatives, general partners, limited partners, partnerships, heirs, executors, personal representatives, estates, administrators, predecessors, successors, and assigns (herein collectively, the "Released Persons").

"Released Claims" means any and all claims, rights, demands, suits, matters, issues, actions or causes of action, liabilities, damages, losses, obligations, and judgments of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, that have been, could have been, or in the future might be asserted in this action or in any court, tribunal, or proceeding (including, but not limited to, any claims arising under federal or state law related to the alleged breach of any duty, negligence, violations of the federal securities or antitrust laws, or otherwise) by the Plaintiff, or by or on behalf of any and all Settlement Class Members, whether in an individual, class, direct, derivative, representative, legal, equitable, or any other type of capacity, against such Released Persons or against any or all Defendants and any of their present or former officers, directors, employees, agents, attorneys, advisors, insurers, accountants, trustees, financial advisors, commercial bank lenders, persons who provided fairness opinions, investment bankers, associates, representatives, affiliates, parents, subsidiaries (including the directors and officers of such affiliates, parents, and subsidiaries), general partners, limited partners, partnerships, heirs, executors, personal representatives, estates, administrators, successors, and assigns, whether under state or federal law, including but not limited to the federal securities laws (except for the rights conferred by this Settlement), and whether directly, derivatively, representatively, or arising in any other capacity, in connection with, or that arise out of, any claim that was or could have been brought in the Action, or that arise now or hereafter out of, or that relate in any way to, the acts, facts, or the events alleged in the Action including, without limitation, the Merger Agreement, the Preliminary Proxy Statement, the Definitive Proxy Statement, the Additional Definitive Proxy Statement, the Merger, the events leading up to the Merger including, without limitation, the negotiation and consideration of the Merger and any agreements and disclosures relating thereto, and any acts, facts, matters, events, transactions, occurrences, conduct, representations, misrepresentations, or omissions relating to or arising out of the subject matter referred to in the Action, and the fiduciary and disclosure obligations of any of the Defendants, the Defendants' affiliates, or the Released Persons with respect to any of the foregoing (whether or not such claim was or could have been asserted in the Action).

With respect to any and all Released Claims, the Parties stipulate and agree that the Plaintiff shall expressly have, and each of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, waived and relinquished, to the fullest extent permitted by law, 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 to California Civil Code Section 1542 or that would otherwise act to limit the effectiveness or scope of the releases. California Civil Code Section 1542 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."

If the proposed Settlement is approved by the Court, all Released Claims will be dismissed on the merits and with prejudice as to all Settlement Class Members, and all Settlement Class Members shall be forever barred from prosecuting a class action or any other action raising any Released Claims against any Released Persons.

THE LAWYERS REPRESENTING YOU

8. Do I Have a Lawyer in This Case?

The law firm of Coughlin Stoia Geller Rudman & Robbins LLP represents you and other Settlement Class Members. These lawyers are called Plaintiffs' Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How Will the Lawyers Be Paid?

Defendants have agreed that if the other conditions of the Settlement are satisfied, including approval by the Court, Eschelon or its successor shall pay attorneys' fees, expenses, and costs of Plaintiffs' Counsel up to \$300,000.00. The attorneys' fees and expenses will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

10. How Do I Tell the Court That I Do Not Like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *Richard Long v. Eschelon Telecom, Inc., et al.*, Case No. 27-CV-07-6687. Be sure to include your name, address, telephone number, your signature, the number of shares of Eschelon common stock that you held as of March 20, 2007, through and including August 31, 2007, and the reasons you object to the Settlement. **Mail the objection to each of the following places such that it is received no later than JANUARY 28, 2008, by each of the following:**

Court

Hennepin County Clerk of the Court
Circuit Civil
HENNEPIN COUNTY
GOVERNMENT CENTER
1251 Court Tower
300 South Sixth Street
Minneapolis, MN 55487

Counsel for Plaintiffs

Jonathan M. Stein, Esq.
COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432

Counsel for Defendants Eschelon, Clifford D. Williams, Richard A. Smith, Louis L. Massaro, Mark E. Nunnely, Marvin Moses, James P. Tenbroek, and Ian K. Loring

Michele E. Rose, Esq.
LATHAM & WATKINS LLP
555 Eleventh Street NW, Suite 1000
Washington, D.C. 20004

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

11. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at 8:30 a.m., on February 11, 2008, at the Circuit Court of the Fourth Judicial District, in and for Hennepin County, Minnesota, Room 1553, Hennepin County Government Center, 1251 Court Tower, 300 South Sixth Street, Minneapolis, MN 55487. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have requested to speak at the hearing. The Court may also consider an award of attorneys' fees and reimbursement of expenses to be paid to Plaintiffs' Counsel by Eschelon or its successor. The Court may decide these issues at the hearing or take them under consideration. We do not know how long the Court's decision will take.

12. Do I Have to Come to the Hearing?

No. Plaintiff's Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

13. May I Speak at the Hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your intention to appear in *Richard Long v. Eschelon Telecom, Inc., et al.*, Case No. 27-CV-07-6687. Be sure to include your name, address, telephone number, your signature, and the number of shares of Eschelon common stock you held between March 20, 2007, and August 31, 2007, inclusive. **Your notice of intention to appear must be received no later than JANUARY 28, 2008**, by the Court and each of the counsel for the Parties at their addresses listed in Question 10.

GETTING MORE INFORMATION

14. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement entered into as of November 1, 2007. You can get a copy of the Stipulation of Settlement during business hours at the Hennepin County Clerk of the Court, Circuit Civil, Hennepin County Government Center, 1251 Court Tower, 300 South Sixth Street, Minneapolis, MN 55487, or by writing to Greg Wood, c/o Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101.

15. How Do I Get More Information?

You may call (619) 231-1058 or write to Greg Wood, Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

SPECIAL NOTICE TO NOMINEES

If you held any Eschelon common shares as of March 20, 2007, through and including the date of the closing of the merger on August 31, 2007, 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 by First-Class Mail to all such persons or entities or (2) provide a list of the names and addresses of such persons or entities to the Notice Administrator:

Eschelon Shareholder Litigation
Notice Administrator
Attention: Fulfillment Department
c/o A.B. Data, Ltd.
4057 North Wilson Drive
Post Office Box 170500
Milwaukee, WI 53211

(414) 963-7950 fax
fulfillment@abdatalawserve.com
abdatalawserve.com

If you choose to mail the Notice yourself, you may obtain from the Notice 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 which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Notice Administrator.

DATED: NOVEMBER 27, 2007

BY ORDER OF THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT,
IN AND FOR HENNEPIN COUNTY, MINNESOTA