

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**NOTICE OF PROPOSED SETTLEMENT, SETTLEMENT FAIRNESS HEARING AND  
MOTION FOR ATTORNEY FEES AND REIMBURSEMENT OF LITIGATION EXPENSES**

**If you bought or acquired Symbol Technologies, Inc. Common Stock between February 15, 2000 and October 17, 2002, you could get a payment from the class action Settlement described below.**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

**This notice explains important rights you may have including your possible receipt of cash and stock from the Settlement. Your legal rights are affected whether you do or do not act. Also enclosed is a Claim Form that you must complete and submit by October 29, 2004 to participate in the Settlement.**

**PLEASE READ THIS NOTICE CAREFULLY!**

1. **Statement of Plaintiff Recovery:** This Notice relates to a proposed partial settlement (the "Settlement") of a class action lawsuit filed against (i) Symbol Technologies, Inc. ("Symbol"), Jerome Swartz, Harvey P. Mallement, George Bugliarello, and Leo A. Guthart (the "Settling Defendants"); and (ii) Tomo Razmilovic, Kenneth J. Jaeggi, Frank Borghese, and Brian Burke (the "Non-Settling Defendants"). The total value of the Settlement with the Settling Defendants is \$102,000,000 (\$102 million). In particular, the Settlement will create a Settlement Fund that will include Symbol common stock worth at least \$96,250,000 (\$96.25 million) (the "Settlement Stock") and \$5,750,000 (\$5.75 million) in cash, to pay claims of investors who purchased or acquired Symbol common stock between February 15, 2000 and October 17, 2002 (the "Class Period"). Separately and in addition, Symbol has agreed to pay an additional \$37,000,000 (\$37 million) in cash into a Joint Compensation Fund to be used to pay claims of Authorized Claimants (as defined in paragraph 14 below). The funds in the Joint Compensation Fund and the Net Settlement Fund (the Settlement Fund less Notice and Administration Costs and attorney fees and Litigation Expenses awarded to Plaintiffs' Counsel) will be distributed in accordance with a Plan of Allocation (the "Plan of Allocation"). Lead Plaintiffs' damages expert estimates that approximately 340 million shares of Symbol common stock traded during the Class Period may have been damaged as a result of the allegedly wrongful conduct. Thus, assuming that the owners of all affected shares elect to participate: (i) the average per share recovery from the Settlement Fund would be approximately \$0.30 per damaged share; (ii) the average per share recovery from the Joint Compensation Fund would be approximately \$0.11 per damaged share; and (iii) the average per share recovery from the Settlement Fund and the Joint Compensation Fund combined would be approximately \$0.41 per damaged share. The average per share recovery may increase, depending on the value of the Settlement Stock at the time of distribution.

2. **Reasons for the Settlement:** The Settlement resolves claims against the Settling Defendants over whether they violated federal securities laws as a result of their responsibility for allegedly false and misleading public statements. However, the Settlement should not be construed as an admission of wrongdoing by the Settling Defendants. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiffs believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. The Settlement provides a substantial benefit, namely cash and stock collectively worth at least \$102 million, less the various deductions described in this Notice, as compared to the risk that a similar, smaller, or no recovery would be achieved after a trial and appeals, possibly years in the future, in which the Settling Defendants would have the opportunity to assert substantial defenses to the claims asserted against them. Lead Plaintiffs will continue to pursue claims against the Non-Settling Defendants and Deloitte & Touche LLP, Symbol's outside auditor during the Class Period, which has been sued in a separate lawsuit.

3. **Statement of Average Amount of Damages Per Share:** The settling parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail on the claims asserted against the Settling Defendants. The settling parties disagree on, among other things: (1) the amount of inflation allegedly caused by the alleged misrepresentations and omissions; (2) whether the alleged misrepresentations and omissions were material to investors; and (3) the percent of responsibility, if any, of each of the Settling Defendants and Non-Settling Defendants (collectively, the "Defendants") for the alleged misrepresentations and omissions.

4. **Statement of Attorney Fees and Expenses Sought:** Lead Counsel (as defined in paragraph 24) intend to apply for an award of attorney fees on behalf of Plaintiffs' Counsel not to exceed 17% of the Settlement Fund. Lead Counsel will not apply for any attorney fees to be paid from the Joint Compensation Fund. Any attorney fees awarded by the Court will be payable to Lead Counsel in the same proportions of stock and cash as obtained for the Class. In addition, Lead Counsel intend to apply for reimbursement of Litigation Expenses paid and incurred in connection with the prosecution and resolution of the claims against the Settling Defendants, in an amount not to exceed \$750,000. Lead Counsel will ask that the amount awarded as reimbursement of Litigation Expenses be payable first from the Cash Settlement Fund and, if there are insufficient funds in the Cash Settlement Fund, then from the Settlement Stock. No Litigation Expenses will be paid from the Joint Compensation Fund. If the Court approves Lead Counsel's fee and expense application, the average cost per share will be approximately \$0.05.

5. **Identification of Attorneys' Representatives:** Questions regarding the Settlement should be directed to Lead Counsel: Daniel L. Berger, Esq., Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019, (800) 380-8496, [www.blbglaw.com](http://www.blbglaw.com) or Jeffrey C. Block, Esq., Berman DeValerio Pease Tabacco Burt & Pucillo, One Liberty Square, Boston MA 02109, (800) 516-9926, [www.bermanesq.com](http://www.bermanesq.com).

**DO NOT CONTACT THE COURT**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants with respect to the claims in this case.
<b>OBJECT</b>	Write to the Court and explain why you do not like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up your rights.

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## WHY DID I GET THIS NOTICE?

6. You or someone in your family may have purchased or acquired shares of Symbol common stock between February 15, 2000 and October 17, 2002, inclusive. The Court sent you this Notice because, as a potential Class Member, you have a right to know about a proposed settlement of certain claims in a class action lawsuit and your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a claims administrator approved by the Court will make payments pursuant to the Settlement.

7. The Court in charge of this case is United States District Court for the Eastern District of New York, and the case is known as *In re Symbol Technologies, Inc. Litigation*, Master File No. 02 Civ. 1383 (LDW). The entities that filed this lawsuit are the Lead Plaintiffs, and the entities and people who have been sued are the Defendants.

8. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of the terms of the proposed Settlement and to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider the application for attorney fees and reimbursement of Litigation Expenses (the "Settlement Hearing").

9. The Settlement Hearing will be held at 11:00 a.m. on September 23, 2004, before the Honorable Leonard D. Wexler at the Long Island Courthouse, 100 Federal Plaza, Central Islip, New York 11722, to determine:

- (a) whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court;
- (b) whether the claims against the Settling Defendants should be dismissed with prejudice as set forth in the Stipulation;
- (c) whether the proposed Plan of Allocation is fair and reasonable and should be approved; and
- (d) whether the application by Lead Counsel for an award of attorney fees and reimbursement of Litigation Expenses incurred should be approved.

10. The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the lawsuit, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments will be made after appeals are resolved and after the completion of all claims processing. Please be patient.

### **HOW DO I KNOW IF I AM PART OF THIS SETTLEMENT?**

11. The Court has decided that all persons and entities who purchased or acquired shares of Symbol common stock between February 15, 2000 and October 17, 2002, inclusive, are eligible to participate in the Settlement, with the exception of (a) the Defendants; (b) members of the immediate family of each Individual Defendant; (c) any entity in which any Defendant has a controlling interest; (d) any person who was an officer or director of Symbol during the Class Period; and (e) the legal representatives, heirs, successors or assigns of any such excluded party (the "Class"). Also excluded from the Class is any person or entity that files a request for exclusion in accordance with the requirements set forth in this Notice. See "WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?"

**RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED CLAIM FORM BY OCTOBER 29, 2004.**

### **WHAT RECOVERY DOES THE SETTLEMENT PROVIDE?**

12. The total value of the Settlement is \$102 million. Symbol has agreed to pay \$1,750,000 (\$1.75 million) in cash and \$96.25 million in Symbol common stock. However, at the time of distribution of the Settlement Stock, Symbol will have the option of paying up to an additional \$6,000,000 (\$6 million) in cash, in which event the number of shares of Settlement Stock will be reduced accordingly. Moreover, Defendant Swartz has agreed to pay \$4,000,000 (\$4 million) in cash. Attorney fees, Litigation Expenses, notification costs, and administration costs will be deducted from these Settlement proceeds, and the balance will be distributed to the Class.

13. In addition, Symbol has agreed to pay \$37 million in cash into a Joint Compensation Fund as payment (i) to the United States Government and its agencies; and (ii) in settlement of the Class Members' claims against the Settling Defendants. Except for any costs of administering the Joint Compensation Fund, the funds in the Joint Compensation Fund will be used only to pay claims of Authorized Claimants, as defined in paragraph 14 below, and will not be used to pay any other person or entity or for any other purpose, including the payment of any attorney fees or Litigation Expenses.

14. The amount of any recovery will depend on a number of factors, including when and for what price Class Members purchased and/or sold their shares of Symbol common stock, the total number of shares for which timely and valid Claim Forms are submitted by Class Members ("Authorized Claimants"), and the value of the Settlement Stock at the time of distribution. See "HOW MUCH WILL MY PAYMENT BE?"

15. Lead Plaintiffs' damages expert estimates that approximately 340 million shares of Symbol common stock were traded during the Class Period, which may have been damaged as a result of the allegedly wrongful conduct. Thus, assuming that the owners of all affected shares elect to participate: (i) the average per share recovery from the Settlement Fund would be approximately \$0.30 per damaged share; (ii) the average per share recovery from the Joint Compensation Fund would be approximately \$0.11 per damaged share; and (iii) the average per share recovery from the Settlement Fund and the Joint Compensation Fund combined would be approximately \$0.41 per damaged share. The average per share recovery may increase, depending on the value of the Settlement Stock at the time of distribution.

16. **Timing of Payment:** Symbol has agreed to pay: (i) the \$37 million in cash into the Joint Compensation Fund no later than June 30, 2004; and (ii) the \$1.75 million in cash into the Escrow Account within five business days after the Court enters an order granting preliminary approval of the Settlement (the "Preliminary Approval Order"). Likewise, Defendant Swartz has agreed to pay \$4 million in cash into the Escrow Account within five business days after the Court enters the Preliminary Approval Order. In addition, except as provided under "RIGHT TO CALL/RIGHT TO SELL" below (see paragraph 18), Symbol will transfer or issue the Settlement Stock (less the amount necessary to cover any attorney fees and Litigation Expenses awarded by the Court, as well as any Notice and Administration Costs) directly to the Authorized Claimants within ten business days of receiving a list of Authorized Claimants, which will be provided to Symbol after the Court enters an order directing the distribution of the Settlement proceeds.

17. **Downside Protection:** Symbol has agreed to increase the number of shares paid to the Class if the value of Symbol's common stock immediately before the Court orders distribution of the Settlement Stock is less than the value of Symbol common stock at the time an agreement in principle to settle was reached. In particular, Symbol will increase the number of shares to cover a drop in share price to \$11.49 (30% of \$16.41).

18. **Right to Call/Right to Sell:** In the event of (i) a significant drop (27.5% or more) in the value of Symbol common stock prior to the distribution of the Settlement Stock, or (ii) an Extraordinary Corporate Event (such as a merger, acquisition or liquidation of Symbol), Lead Counsel has the right to call the Settlement Stock and require Symbol to transfer the Settlement Stock to the Escrow Account within five business days of receipt of the request from Lead Counsel. Lead Plaintiffs and Lead Counsel will then determine whether to sell some or all of the Settlement Stock. Lead Plaintiffs and Lead Counsel would make such a determination in consultation with experts in corporate finance and investment banking. The proceeds of the sale of any of the Settlement Stock will be held in the Escrow Account until disbursement of the Settlement proceeds. The funds held in escrow will be invested and re-invested in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), except that up to \$100,000 may be held in an interest bearing account insured by the FDIC. No person, including any Class Member, will have any claim arising out of or relating to the sale or failure to sell any of the Settlement Stock that is deposited into the Escrow Account.

## WHY IS THERE A SETTLEMENT?

19. Under the proposed Settlement, the Court will not decide in favor of either the Plaintiffs or the Settling Defendants. By agreeing to a Settlement, both the Plaintiffs and the Settling Defendants avoid the costs and risk of a trial, and the Class Members are compensated.

20. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiffs believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of Class Members. The Settlement provides a substantial benefit, namely at least \$102 million in cash and stock, less the various deductions described in this Notice, as compared to the risk that a similar, smaller, or no recovery would be achieved after a trial and appeals, possibly years in the future, in which the Settling Defendants would have the opportunity to assert substantial defenses to the claims asserted against them.

## **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

21. If there were no settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims, neither they nor the Class would recover anything from the Settling Defendants. Also, if the Settling Defendants were successful in proving any of their defenses, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

## **WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?**

22. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Settling Defendants on behalf of the Class, nor have they been reimbursed for their considerable out-of-pocket expenses. Lead Counsel intend to apply to the Court for an award of attorney fees on behalf of Plaintiffs' Counsel not to exceed 17% of the Settlement Fund. Any attorney fees awarded by the Court will be payable to Lead Counsel in the same proportions of stock and cash as obtained for the Class. In addition, Lead Counsel intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$750,000. If the application for attorney fees and reimbursement of Litigation Expenses is approved by the Court, the average cost per share would be approximately \$0.05. **THE COURT HAS NOT EXPRESSED ANY OPINION ON THE APPLICATION FOR ATTORNEY FEES AND REIMBURSEMENT OF LITIGATION EXPENSES.** See "HOW WILL THE LAWYERS BE PAID?"

## **WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?**

23. Symbol develops, manufactures, sells and services bar scanner-integrated mobile and wireless information management systems and services. Beginning on March 5, 2002, numerous class action complaints alleging violations of the federal securities law on behalf of purchasers of Symbol common stock were asserted against the Defendants in the United States District Court for the Eastern District of New York. These actions were consolidated pursuant to a July 16, 2002 Order of the Court and are referred to in this Notice as "the Action." In the spring of 2003, two additional complaints were filed in the Court, alleging violations of federal securities laws on behalf of persons and entities who acquired Symbol common stock in connection with the November 30, 2000 merger of Telxon Corporation ("Telxon") and Symbol. By Order dated September 25, 2003, these two actions were consolidated together, but were not consolidated with the Action. These actions are referred to in this Notice as "the Hoyle Action."

24. The Court appointed Louisiana Municipal Police Employees' Retirement System, Louisiana Sheriff's Pension & Relief Fund and the City of Miami General Employees' & Sanitation Employees' Retirement Trust as Lead Plaintiffs in the Action, and approved their choice of Berman DeValerio Pease Tabacco Burt & Pucillo and Bernstein Litowitz Berger & Grossmann LLP as Co-Lead Counsel for the Class ("Lead Counsel").

25. The Consolidated Amended Class Action Complaint (the "Complaint"), filed by Lead Plaintiffs on September 27, 2002, asserts claims arising under sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10(b)-5 promulgated thereunder. In particular, the Complaint alleges that, during the Class Period, the Defendants, in violation of the federal securities laws, made a series of false and misleading statements regarding Symbol's publicly reported financial results. These statements were set forth in earnings releases, SEC filings, and other public statements. The Complaint alleges that, as a result of Defendants' dissemination of the allegedly false and misleading statements during the Class Period, the market price of Symbol's common stock was artificially inflated, thereby causing damages to Class Members. In addition, the Complaint alleges that Defendants Razmilovic, Jaeggi and Swartz engaged in insider trading.

26. The Court denied Defendants' motions to dismiss the Complaint on September 22, 2003. In particular, the Court held that the Complaint alleged sufficient facts to sustain the claims asserted by Lead Plaintiffs. In ruling on the motions to dismiss, the Court was required to accept as true material facts as alleged and draw all reasonable inferences therefrom in Lead Plaintiffs' favor.

27. Before agreeing to the Settlement, Lead Counsel conducted an extensive investigation into the events and transactions underlying the claims alleged in the Complaint. Lead Counsel analyzed potential claims and researched the applicable law with respect to the claims asserted and Defendants' potential defenses thereto and also consulted with an expert on damages. Discovery commenced in September 2003 following Court approval of a scheduling order for the Action. As a part of the discovery process, Plaintiffs' Counsel reviewed thousands of documents produced by the Settling Defendants, certain of the Non-Settling Defendants, and a variety of third parties. The discovery process was ongoing at the time the Settlement was reached.

### **WHY HAVE THE SETTLING DEFENDANTS AGREED TO THE SETTLEMENT?**

28. The Settlement is not evidence of, an admission of, or a concession on the part of Settling Defendants of any fault or liability whatsoever on the part of any Settling Defendant, or any infirmity in any defenses they have asserted or intended to assert in the Action or the Hoyle Action. However, the Settling Defendants consider it desirable and in their best interests that the claims against them be dismissed on the terms set forth in the Stipulation to avoid further expense and protracted litigation, taking into account the uncertainty and risks inherent in any litigation.

### **WHAT LED UP TO THE SETTLEMENT?**

29. The Settlement resulted from extensive arm's-length negotiations among counsel for Lead Plaintiffs and the Settling Defendants. Several settlement discussions took place, including a mediation conducted by a professional mediator, which ultimately resulted in an agreement to settle the claims against the Settling Defendants. Lead Plaintiffs have not reached a settlement with the Non-Settling Defendants or Deloitte & Touche.

### **WHAT ARE THE REASONS FOR THE SETTLEMENT?**

30. Lead Plaintiffs and Lead Counsel believe that the claims asserted against the Settling Defendants have merit. However, they recognize the expense and length of continued proceedings necessary to pursue their claims against the Settling Defendants through trial and appeals. Lead Plaintiffs and Lead Counsel have also taken into account the issues that would have to be decided by a jury, including whether the Settling Defendants acted knowingly or recklessly, whether each of the alleged misrepresentations and omissions was material, and the amount of any damages caused by the alleged misrepresentations and omissions. Lead Plaintiffs and Lead Counsel have also considered the uncertain outcome and trial risk in complex lawsuits like this one. Considering these factors and balancing them against the certain and substantial benefits that the Class will receive as a result of the Settlement, Lead Plaintiffs and Lead Counsel determined that the Settlement described herein is fair, reasonable and adequate and that it is in the best interests of the Class to settle the claims against the Settling Defendants on the terms set forth in the Stipulation and this Notice.

## HOW MUCH WILL MY PAYMENT BE?

### **THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS**

31. Symbol has agreed to pay \$1.75 million in cash and Settlement Stock worth at least \$96.25 million, and Defendant Swartz has agreed to pay an additional \$4 million in cash. Thus, the combined value (cash and stock) of the Settlement Fund is at least \$102 million (the “Settlement Fund”).

32. Symbol has also agreed to pay an additional \$37 million in cash into the Joint Compensation Fund. The Joint Compensation Fund will not be used to pay any attorney fees or Litigation Expenses, but will otherwise be distributed to Authorized Claimants in accordance with the Plan of Allocation described below.

33. After approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Net Settlement Fund and the Joint Compensation Fund (less any Taxes and administration costs) will be distributed to Authorized Claimants in accordance with the Plan of Allocation described below.

34. Payments from the Settlement Fund will be made first from the cash portion of the Settlement Fund (the “Cash Settlement Fund”) and then from the Settlement Stock. However, any attorney fees awarded by the Court will be payable to Lead Counsel in the same proportions of stock and cash as obtained for the Class. The Settlement Fund will be distributed as follows:

- (a) First, to pay all federal, state and local taxes on any income earned by the Settlement Fund (including taxes, if any, on the appreciation in value of any stock deposited in the Escrow Account), and to pay the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants);
- (b) To pay costs and expenses in connection with providing Notice to Class Members and administering the Settlement on behalf of Class Members;
- (c) To reimburse Plaintiffs’ Counsel for, and to pay, costs and expenses incurred by Plaintiffs’ Counsel in connection with commencing and prosecuting the Action or the Hoyle Action, with interest thereon if and to the extent allowed by the Court;
- (d) To pay Plaintiffs’ Counsel’s attorney fees, to the extent allowed by the Court; and
- (e) Subject to the Order by the Court granting approval of the Settlement and the Plan of Allocation (or such other Allocation Plan as the Court may approve) becoming Final (meaning that the time for appeal or appellate review of the Order granting final approval has expired, or if the Order is appealed, that appeal is either decided without causing a material change in the Order or upheld on appeal and no longer subject to appellate review by further appeal or writ of certiorari) the balance of the Settlement Fund (the “Net Settlement Fund”) shall be distributed in accordance with the Plan of Allocation to Authorized Claimants.

35. There will be no distribution of the Net Settlement Fund or the Joint Compensation Fund until a Plan of Allocation is finally approved and affirmed on appeal or certiorari and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired.

36. The Settling Defendants are not be entitled to get back any of the settlement consideration once the Court’s order approving the Settlement becomes Final (as defined in paragraph 34(e), above). Moreover, the Settling Defendants have no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or Joint Compensation Fund.

37. Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

38. Only those Class Members who purchased or acquired Symbol common stock during the Class Period and were damaged will be eligible to share in the distribution of the Net Settlement Fund or the Joint Compensation Fund. Each person wishing to participate in the distribution must timely submit a valid Claim Form and all required documentation no later than October 29, 2004, to the address set forth in the Claim Form that accompanies this Notice. The Claim Form includes a general release of each of the Settling Defendants, as well as various other affiliated persons and entities. Unless otherwise ordered by the Court, any Class Member who fails to submit a Claim Form by October 29, 2004 shall be forever barred from receiving payments pursuant to the Settlement set forth in the Stipulation, but will in all other respects be subject to the provisions of the Stipulation, including the terms of any Judgment entered and releases given. This means that each Class Member releases the Released Claims against the Settling Defendants and is enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Settling Defendants regardless of whether or not such Class Member submits a Claim Form.

39. The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the Claim of any Class Member. The Court also reserves the right to modify the Plan of Allocation without further notice to Class Members. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Counsel or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.

#### **THE PROPOSED PLAN OF ALLOCATION: CALCULATION OF LOSS AMOUNT**

40. A "Loss Amount" will be calculated for each purchase or acquisition of Symbol common stock that is listed in the Claim Form, and for which adequate documentation is provided. The calculation of the Loss Amount will depend upon several factors, including when the stock was purchased or acquired, and whether the stock was held until the conclusion of the Class Period (October 17, 2002) or whether it was sold during the Class Period and, if so, when it was sold.

41. **Information Required on the Claim Form:** Each Claim Form must indicate each Claimant's opening position in Symbol common stock as of February 15, 2000, the first day of the Class Period; the number of Symbol shares acquired in exchange for shares of Telxon common stock, if any; and the closing position in Symbol common stock as of the close of trading on October 17, 2002, the last day of the Class Period. Each Claim Form also must list *all* transactions in Symbol common stock, including all purchases and sales, made during the Class Period (February 15, 2000 through October 17, 2002, inclusive). In calculating the Loss Amount for each claim, a sale of Symbol common stock will be matched *first* against those shares in the opening position, and then matched chronologically against each purchase or acquisition made during the Class Period. For this reason, among others, Claimants must supply all of the documentation required by the Claim Form.

42. **Effect of Stock Splits During the Class Period:** Loss Amounts for Symbol common stock have been adjusted to reflect the effect of the three-for-two stock splits that became effective on April 6, 2000 and April 17, 2001.

#### **BASIS FOR CALCULATION OF LOSS AMOUNT**

43. Loss Amounts are based on the level of artificial inflation in the price of Symbol common stock, as determined by Plaintiffs' damages expert. Those Loss Amounts will be reduced dollar-for-dollar to the extent that (i) shares of Symbol common stock were purchased or acquired at a price below the lowest trading price for Symbol common stock reported by the New York Stock Exchange on the date during the Class Period on which the purchase or acquisition was made (*e.g.*, in a sale or at a discounted price), or (ii) shares of Symbol common stock were sold at a price above the highest trading price for Symbol common stock reported by the New York Stock Exchange on the date during the Class Period on which the sale was made.

44. Plaintiffs' damages expert calculated the reasonable percentage of artificial inflation in the daily closing market prices for Symbol common stock for each day in the Class Period, that, in its opinion, was attributable to the alleged wrongdoing. Plaintiffs' expert analyzed the market price reaction to public disclosures that revealed or described the alleged misrepresentations or their effects. Further, Plaintiffs' expert measured the percentage price decline associated with each particular disclosure, adjusted that price reaction to eliminate the effects, if any, attributable to general market or industry conditions, and then used standard statistical techniques to ensure that the price reaction was statistically significant (*i.e.*, greater than the normal variation in the price). Plaintiffs' expert, thus, isolated the price effect that it reasonably believed was caused by the fraud. In addition, Plaintiffs' damages expert also analyzed the market price reaction to Symbol's quarterly earnings announcements throughout the Class Period to determine if any were associated with statistically significant stock price increases. Plaintiffs' expert thus isolated the price effect that it reasonably believed was caused by inflationary statements that increased the artificial inflation present in Symbol's common stock price.

45. Based on the isolated market reaction attributable to each inflationary statement and public disclosure of the alleged fraud, Plaintiffs' damages expert determined, in its expert opinion, the reasonable percentage of artificial inflation in the market price of Symbol common stock. The percentage of artificial inflation in the closing market price for each day was then applied to the closing market prices for each day during the Class Period to calculate the dollar artificial inflation on each day during the Class Period.

46. Plaintiffs' damages expert also calculated the cumulative stock price declines attributable to the disclosure of the alleged fraud starting from the end of the Class Period and working backwards during the Class Period by accumulating the isolated market reaction attributable to each public disclosure of the fraud. The Loss Amount for each day during the Class Period is the lesser of the dollar artificial inflation and the cumulative dollar stock price declines attributable to the disclosure of the alleged fraud.

### **SPECIFIC LOSS AMOUNTS**

47. Specific Loss Amounts will be calculated as follows:

- (a) **Holders**: For each share of Symbol common stock that was purchased or acquired during the period between February 15, 2000 through and including October 17, 2002, and that was *still held* at the close of trading on October 17, 2002, the Loss Amount is the amount indicated in Table A for the date that share was purchased or acquired.
- (b) **Ins and Outs**:
  - (i) For each share of Symbol common stock that was purchased or acquired during the period between February 15, 2000 through and including July 16, 2001:
    - (1) And that was sold during the same period (between February 15, 2000 through and including July 16, 2001), the Loss Amount is \$0, because the shares were bought and sold prior to a corrective disclosure by the Company.
    - (2) And that was sold between July 17, 2001 and the close of trading on October 17, 2002, the Loss Amount is the *lesser* of: (i) the amount by which the purchase or acquisition price per share exceeded the sale price per share; and (ii) the amount by which the Loss Amount per share on the date of purchase or acquisition exceeds the Loss Amount per share on the date of sale, each as set forth in Table A.
  - (ii) For each share of Symbol common stock that was purchased or acquired during the period between July 17, 2001 through and including February 12, 2002:
    - (1) And that was sold during the same period (between July 17, 2001 through and including February 12, 2002), the Loss Amount is \$0, because the shares were bought and sold prior to a corrective disclosure by the Company.

- (2) And that was sold between February 13, 2002 and the close of trading on October 17, 2002, the Loss Amount is the *lesser* of: (i) the amount by which the purchase or acquisition price per share exceeded the sale price per share; and (ii) the amount by which the Loss Amount per share on the date of purchase or acquisition exceeds the Loss Amount per share on the date of sale, each as set forth in Table A.
- (iii) For each share of Symbol common stock that was purchased or acquired during the period between February 13, 2002 through and including April 18, 2002:
    - (1) And that was sold during the same period (between February 13, 2002 through and including April 18, 2002), the Loss Amount is \$0, because the shares were bought and sold prior to a corrective disclosure by the Company.
    - (2) And that was sold between April 19, 2002 and the close of trading on October 17, 2002, the Loss Amount is the *lesser* of: (i) the amount by which the purchase or acquisition price per share exceeded the sale price per share; and (ii) the amount by which the Loss Amount per share on the date of purchase or acquisition exceeds the Loss Amount per share on the date of sale, each as set forth in Table A.
  - (iv) For each share of Symbol common stock that was purchased or acquired during the period between April 19, 2002 through and including August 12, 2002:
    - (1) And that was sold during the same period (between April 19, 2002 through and including August 12, 2002), the Loss Amount is \$0, because the shares were bought and sold prior to a corrective disclosure by the Company.
    - (2) And that was sold between August 13, 2002 and the close of trading on October 17, 2002, the Loss Amount is the *lesser* of: (i) the amount by which the purchase or acquisition price per share exceeded the sale price per share; and (ii) the amount by which the Loss Amount per share on the date of purchase or acquisition exceeds the Loss Amount per share on the date of sale, each as set forth in Table A.
  - (v) For each share of Symbol common stock that was purchased or acquired during the period between August 13, 2002 through and including October 17, 2002 and that was sold during the same period, the Loss Amount is \$0 because the shares were bought and sold prior to a corrective disclosure by the Company.
- (c) **Shares of Symbol Common Stock Acquired in Exchange for Telxon Common Stock in Connection with the November 30, 2000 Symbol/Telxon Merger:**
- (i) **And that were *still held* as of the close of trading on October 17, 2002:** For each share of Symbol common stock received in exchange for shares of Telxon common stock in connection with the November 30, 2000 Symbol/Telxon merger, and still held as of October 17, 2002, the Loss Amount is \$10.41 (the Loss Amount on November 30, 2000).
  - (ii) **And that were sold during the period from November 30, 2000 through the close of trading on October 17, 2002:** For each share of Symbol common stock acquired in exchange for shares of Telxon common stock in connection with the November 30, 2000 Symbol/Telxon merger, and which was sold during the period from November 30, 2000 through the close of trading on October 17, 2002, the Loss Amount is the *greater* of (i) the amount by which the acquisition price per share (\$13.36) exceeded the sale price per share; and (ii) the amount by which the Loss Amount per share at the date of acquisition (\$10.41) exceeded the Loss Amount per share on the date of sale, as set forth in Table A.

- (iii) In light of the less stringent burden of proof in proving at trial a violation of the Securities Act of 1933 on behalf of persons and entities who acquired Symbol common stock in exchange for Telxon common stock in connection with the November 30, 2000 Symbol/Telxon merger (as compared to the burden of proof in proving at trial a violation of the Securities Exchange Act of 1934 on behalf of open market purchasers of Symbol common stock), the Loss Amount for each share of Symbol common stock acquired in exchange for Telxon common stock in connection with the Symbol/Telxon merger will be increased by 10%.

#### **ALLOCATION OF THE NET SETTLEMENT FUND AND JOINT COMPENSATION FUND**

48. In the event that the sum total of Loss Amounts of *all* Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than or equal to the Net Settlement Fund, each such Authorized Claimant shall receive a *pro rata* share of the Net Settlement Fund, which shall be the Authorized Claimant's Loss Amount divided by the total of all Loss Amounts to be paid from the Net Settlement Fund, multiplied by the total amount in the Net Settlement Fund. Likewise, the Joint Compensation Fund (less any taxes and administration costs) will be allocated *pro rata* based upon the Authorized Claimant's Loss Amount as compared to the total of all Loss Amounts to be paid from the Joint Compensation Fund.

49. If the Net Settlement Fund (or Joint Compensation Fund, less any Taxes and administration costs) exceeds the sum total amount of the Loss Amounts of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund (or Joint Compensation Fund, less any Taxes and administration costs), the excess amount in the Net Settlement Fund (or Joint Compensation Fund, less any Taxes and administration costs) shall be distributed *pro rata* to all such Authorized Claimants.

50. **Multiple Transactions:** For Class Members who made multiple purchases, acquisitions or sales during the Class Period, the earliest subsequent sale shall be matched first against those shares in the opening position, and then chronologically against each purchase or acquisition made thereafter during the Class Period for purposes of the Claim calculations.

51. ALL PROFITS SHALL BE SUBTRACTED FROM ALL LOSSES ON ALL TRANSACTIONS OF SYMBOL COMMON STOCK DURING THE CLASS PERIOD TO DETERMINE THE NET CLAIM OF EACH CLASS MEMBER. IF A CLASS MEMBER MADE A NET PROFIT, THE VALUE OF HIS, HER OR ITS CLAIM SHALL BE ZERO.

52. **Acquisition By Gift, Inheritance or Operation of Law:** If an Authorized Claimant acquired Symbol common stock during the Class Period by means of a gift, inheritance or operation of law, such Authorized Claimant's Claim will be computed by using the price of such Symbol common stock on the original date of purchase and not the date of transfer, unless the transfer resulted in a taxable event or other change in the cost basis of the stock. To the extent that the Symbol common stock was originally purchased prior to commencement of the Class Period, and there was no such taxable event or change in cost basis at the time of transfer, such Authorized Claimant's Claim for that acquisition shall be zero.

#### **WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?**

53. If the Settlement is approved, the Court will enter a Final Judgment (the "Judgment"). The Judgment will dismiss the claims against the Settling Defendants with prejudice and provide that Lead Plaintiffs and all other Class Members, except those who validly and timely request to be excluded from the Class, shall upon the Effective Date of the Judgment be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, discharged and dismissed any or all Settled Claims against the Released Parties.

54. "Settled Claims" means any and all claims, rights and causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), and includes known claims and unknown claims, accrued claims and not accrued claims, foreseen claims

and unforeseen claims, matured claims and not matured claims, that have been or could have been asserted from the beginning of time to the end of time in any forum by the Class Members or any of them against any of the Released Parties, which arise out of or relate to (i) the allegations, facts, matters and occurrences referred to in the Complaint or in the complaints filed in the Hoyle Action; or (ii) the purchase or acquisition of shares of the common stock of Symbol during the Class Period. However, the Settled Claims do not include the claims asserted by Plaintiffs in the Deloitte Action or any claims relating to the enforcement of the Settlement or this Stipulation.

55. The Judgment will also provide that the Settling Defendants and any of the other Released Parties shall each be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, waived, and discharged Lead Plaintiffs and the Class and any and all claims which the Settling Defendants or any of the other Released Parties ever had, now have or may ever have, whether known or unknown, accrued or not accrued, foreseen or unforeseen, matured or not matured, that could have been asserted by the Settling Defendants or any of the other Released Parties against any of the Lead Plaintiffs, any of the named Plaintiffs in any of the actions consolidated into the Action or in the Hoyle Action, or any of their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the claims against the Settling Defendants, except claims relating to the enforcement of the Settlement.

### **HOW WILL THE LAWYERS BE PAID?**

56. At the Settlement Hearing described below, or at such other time as the Court may direct, Lead Counsel intend to apply for an award of attorney fees on behalf of Plaintiffs' Counsel not to exceed 17% of the Settlement Fund. Any attorney fees awarded by the Court will be payable to Lead Counsel in the same proportions of stock and cash as obtained for the Class. In addition, Lead Counsel intend to apply for reimbursement of Litigation Expenses incurred in connection with the lawsuit, in an amount not to exceed \$750,000.

57. To date, neither Lead Counsel nor any of Plaintiffs' Counsel have received any payment for their services in prosecuting this Action or the Hoyle Action on behalf of the Class, nor have counsel been reimbursed for their out-of-pocket expenses. The fee requested by Lead Counsel would compensate Plaintiffs' Counsel for their efforts in achieving the Settlement for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to Plaintiffs' counsel under similar circumstances in litigation of this type. The Court will determine the amount of the award.

### **HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?**

58. The Court has certified this Action as a class action for purposes of this Settlement. If you purchased or acquired Symbol common stock between February 15, 2000 and October 17, 2002, inclusive, and you are not excluded by the definition of the Class and do not elect to exclude yourself, then you are a Class Member, and you will be bound by the proposed Settlement provided for in the Stipulation, in the event it is approved by the Court, as well as by any judgment or determination of the Court affecting the Class. Unless otherwise provided by the Court, any Class Member who fails to submit a Claim Form by October 29, 2004 shall be forever barred from receiving any payments pursuant to the Settlement set forth in the Stipulation, but will in all other respects be subject to the provisions of the Stipulation, including the terms of any judgments entered and the releases given.

59. If you wish to remain a Class Member, you may be eligible to share in the proceeds of the Settlement, provided that you submit an acceptable Claim Form. The Claim Form must be supported by such documents as specified in the Claim Form. The Claim Form is enclosed. Extra copies of the Claim Form can be obtained from the Claims Administrator at the address noted below or downloaded from Lead Counsel's websites at [www.blbglaw.com](http://www.blbglaw.com) or [www.bermanesq.com](http://www.bermanesq.com).

60. The Court may disallow or adjust the Claim of any Class Member. The Court also may modify the Plan of Allocation without further notice to the Class. Payments pursuant to the Plan of Allocation, as approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against any Plaintiffs' Counsel or the

Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement, the Plan of Allocation, or further orders of the Court. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Eastern District of New York with respect to his, her or its Claim Form.

61. As a Class Member you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf and must serve copies of such appearance on the attorneys listed in the section entitled, “WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?”

62. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, “WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?”

63. If you object to the Settlement or any of its terms, the proposed Plan of Allocation, or Lead Counsel’s application for attorney fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled, “WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?”

**WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?**

64. Each Class Member will be bound by all determinations and judgments in this lawsuit concerning the Settlement, whether favorable or unfavorable, unless such person mails, by first class mail, a written request for exclusion from the Class, postmarked no later than September 9, 2004, addressed to Symbol Technologies Inc. Securities Litigation EXCLUSIONS, c/o A.B. Data Ltd., P.O. Box 170500, Milwaukee, WI, 53217-8041. No person may exclude himself from the Class after that date. In order to be valid, each request for exclusion must set forth the name and address of the person or entity requesting exclusion, must state that such person or entity “requests exclusion from the Class in *In re Symbol Technologies, Inc. Litigation*, Case No. 02-CV-1383 (LDW)” and must be signed by such person or entity. The following information must also be provided: a telephone number, and the date(s), price(s), and number(s) of shares of all purchases and sales of Symbol common stock during the Class Period. Requests for exclusion will not be accepted if the requests do not include the required information and/or if the requests are not made within the time stated above, unless the requests for exclusion are otherwise accepted by the Court.

65. If a Class Member requests to be excluded from the Class, that Class Member will not receive any benefit provided for in the Stipulation.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

**If you do not wish to object to the proposed Settlement, the application for attorney fees and reimbursement of Litigation Expenses, and/or the proposed Plan of Allocation, you need not attend the Settlement Hearing.**

66. Any Class Member who does not request exclusion by September 9, 2004 may appear at the Settlement Hearing and be heard on any of the matters to be considered at the hearing; provided, however, that no such person shall be heard unless his, her or its objection or opposition is made in writing and is filed, together with copies of all other papers and briefs to be submitted to the Court at the Settlement Hearing, by him, her or it (including proof of all purchases of Symbol common stock during the Class Period) with the Court in the Clerk's Office at 100 Federal Plaza, Central Islip, New York, 11722, on or before September 9, 2004, and is served on the same day by hand or overnight delivery to each of the following:

**Co-Lead Counsel for Plaintiffs:**

BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP  
DANIEL L. BERGER, ESQ.  
VICTORIA WILHEIM, ESQ.  
ERIC KANEFSKY, ESQ.  
1285 Avenue of the Americas  
New York, NY 10019

**Co-Lead Counsel for Plaintiffs:**

BERMAN DEVALERIO PEASE  
TABACCO BURT & PUCILLO  
JEFFREY C. BLOCK, ESQ.  
MICHAEL T. MATRAIA, ESQ.  
DEBORAH GALE EVANS, ESQ.  
One Liberty Square  
Boston, MA 02109

**Counsel for the Settling Defendants:**

SWIDLER BERLIN SHEREFF  
FRIEDMAN LLP  
ANDREW J. LEVANDER, ESQ.  
EUGENE E. INGOGLIA, ESQ.  
The Chrysler Building  
405 Lexington Avenue  
New York, NY 10174

67. The filing must demonstrate your membership in the Class, including the number of shares of Symbol common stock purchased during the Class Period and price(s) paid. Only Class Members who have submitted their position in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise. You may file an objection without having to appear at the Settlement Hearing. Class Members who approve of the Settlement need not appear at the Settlement Hearing.

68. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the proposed Plan of Allocation, and/or the request for attorney fees are required to indicate in their written objections their intention to appear at the hearing. Persons who intend to object to the Settlement, the proposed Plan of Allocation, and/or Lead Counsel's application for an award of attorney fees and reimbursement of Litigation Expenses and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

69. The Settlement Hearing may be delayed from time to time by the Court without further written notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

**Unless otherwise ordered by the Court, any Class Member who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the application for attorney fees and reimbursement of Litigation Expenses, and/or the proposed Plan of Allocation. Class Members do not need to appear at the hearing or take any other action to indicate their approval.**

**WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

70. If you purchased Symbol common stock during the Class Period for the beneficial interest of a person or organization other than yourself, you are directed to send a copy of this Notice and the Claim Form to the beneficial owner of the shares postmarked no later than fourteen (14) days from the date of this Notice, or to provide the names and addresses of such persons no later than fourteen (14) days from the date of this Notice to Symbol Technologies, Inc. Litigation, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI, 53217-8041, in which case the beneficial owner will be sent a copy of the Notice. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying herewith by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the Claims Administrator or may be downloaded from Lead Counsel's websites at [www.blbglaw.com](http://www.blbglaw.com) or [www.bermanesq.com](http://www.bermanesq.com).

**CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

71. This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court, Eastern District of New York, 100 Federal Plaza, Central Islip, NY 11722.

72. All inquiries concerning this Notice or the Claim Form should be directed to:

Symbol Technologies, Inc. Litigation  
c/o A.B. Data, Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217-8041  
(866) 893-1052

OR

Daniel L. Berger, Esq.  
Victoria O. Wilhelm, Esq.  
Eric Kanefsky, Esq.  
Bernstein Litowitz Berger & Grossmann LLP  
1285 Avenue of the Americas  
New York, NY 10019  
(800) 380-8496  
**Lead Counsel**

OR

Jeffrey C. Block, Esq.  
Michael T. Matraia, Esq.  
Deborah Gale Evans, Esq.  
Berman DeValerio Pease Tabacco Burt & Pucillo  
One Liberty Square  
Boston, MA 02109  
(800) 516-9926  
**Lead Counsel**

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF THE COURT  
REGARDING THIS NOTICE.**

Dated: June 9, 2004

By Order of the Clerk of the Court  
United States District Court  
Eastern District of New York

**Table A**

**Symbol Technologies Daily Stock Price and Artificial Inflation (limited by excess price declines)**

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
2/15/2000	38.67	10.41
2/16/2000	38.67	10.41
2/17/2000	38.67	10.41
2/18/2000	38.53	10.41
2/22/2000	37.11	10.41
2/23/2000	36.72	10.41
2/24/2000	36.08	10.41
2/25/2000	39.53	10.41
2/28/2000	40.19	10.41
2/29/2000	42.28	10.41
3/1/2000	44.33	10.41
3/2/2000	44.53	10.41
3/3/2000	45.47	10.41
3/6/2000	44.11	10.41
3/7/2000	44.00	10.41
3/8/2000	42.36	10.41
3/9/2000	44.00	10.41
3/10/2000	44.11	10.41
3/13/2000	42.53	10.41
3/14/2000	43.69	10.41
3/15/2000	41.00	10.41
3/16/2000	40.22	10.41
3/17/2000	39.94	10.41
3/20/2000	38.69	10.41
3/21/2000	38.53	10.41
3/22/2000	39.22	10.41
3/23/2000	39.78	10.41
3/24/2000	40.19	10.41
3/27/2000	41.22	10.41
3/28/2000	39.75	10.41
3/29/2000	37.47	10.41
3/30/2000	36.44	10.41
3/31/2000	36.58	10.41
4/3/2000	31.78	9.58
4/4/2000	31.11	9.38
4/5/2000	32.50	9.80
4/6/2000	35.33	10.41
4/7/2000	38.83	10.41
4/10/2000	38.92	10.41
4/11/2000	35.83	10.41
4/12/2000	33.17	10.00
4/13/2000	34.04	10.27
4/14/2000	32.33	9.75
4/17/2000	33.67	10.15
4/18/2000	33.33	10.05
4/19/2000	33.83	10.20
4/20/2000	34.83	10.41
4/24/2000	34.29	10.34
4/25/2000	36.04	10.41
4/26/2000	37.79	10.41
4/27/2000	35.92	10.41
4/28/2000	37.17	10.41
5/1/2000	38.50	10.41
5/2/2000	37.00	10.41
5/3/2000	36.33	10.41
5/4/2000	35.29	10.41

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
5/5/2000	33.17	10.41
5/8/2000	32.00	10.41
5/9/2000	29.46	10.11
5/10/2000	27.75	9.53
5/11/2000	28.92	9.93
5/12/2000	30.04	10.31
5/15/2000	30.25	10.39
5/16/2000	30.71	10.41
5/17/2000	30.75	10.41
5/18/2000	31.29	10.41
5/19/2000	28.83	9.90
5/22/2000	26.88	9.23
5/23/2000	25.75	8.84
5/24/2000	26.38	9.06
5/25/2000	27.00	9.27
5/26/2000	27.25	9.36
5/30/2000	28.79	9.89
5/31/2000	29.38	10.09
6/1/2000	31.13	10.41
6/2/2000	33.63	10.41
6/5/2000	34.46	10.41
6/6/2000	32.92	10.41
6/7/2000	33.63	10.41
6/8/2000	32.75	10.41
6/9/2000	34.35	10.41
6/12/2000	34.75	10.41
6/13/2000	35.21	10.41
6/14/2000	35.21	10.41
6/15/2000	39.00	10.41
6/16/2000	37.71	10.41
6/19/2000	39.96	10.41
6/20/2000	40.54	10.41
6/21/2000	39.42	10.41
6/22/2000	37.71	10.41
6/23/2000	37.00	10.41
6/26/2000	38.21	10.41
6/27/2000	36.75	10.41
6/28/2000	37.50	10.41
6/29/2000	37.58	10.41
6/30/2000	36.03	10.41
7/3/2000	36.83	10.41
7/5/2000	36.00	10.41
7/6/2000	36.00	10.41
7/7/2000	36.00	10.41
7/10/2000	36.08	10.41
7/11/2000	35.83	10.41
7/12/2000	35.83	10.41
7/13/2000	34.38	10.41
7/14/2000	32.63	10.41
7/17/2000	31.92	10.41
7/18/2000	32.21	10.41
7/19/2000	31.88	10.41
7/20/2000	32.08	10.41
7/21/2000	32.29	10.41
7/24/2000	32.67	10.41
7/25/2000	33.25	10.41

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
7/26/2000	31.24	10.41
7/27/2000	28.38	9.74
7/28/2000	26.92	9.24
7/31/2000	26.58	9.13
8/1/2000	25.58	8.78
8/2/2000	26.46	9.08
8/3/2000	26.92	9.24
8/4/2000	27.71	9.51
8/7/2000	27.92	9.58
8/8/2000	26.54	9.11
8/9/2000	25.96	8.91
8/10/2000	25.00	8.58
8/11/2000	24.71	8.48
8/14/2000	24.92	8.55
8/15/2000	24.54	8.43
8/16/2000	24.75	8.50
8/17/2000	26.54	9.11
8/18/2000	26.88	9.23
8/21/2000	28.21	9.68
8/22/2000	28.17	9.67
8/23/2000	28.67	9.84
8/24/2000	28.21	9.69
8/25/2000	28.83	9.90
8/28/2000	27.83	9.56
8/29/2000	28.25	9.70
8/30/2000	27.54	9.46
8/31/2000	27.50	9.44
9/1/2000	28.08	9.64
9/5/2000	27.75	9.53
9/6/2000	26.17	8.99
9/7/2000	25.50	8.76
9/8/2000	24.83	8.53
9/11/2000	24.04	8.26
9/12/2000	21.92	7.53
9/13/2000	21.92	7.53
9/14/2000	23.88	8.20
9/15/2000	23.50	8.07
9/18/2000	22.13	7.60
9/19/2000	22.17	7.61
9/20/2000	22.92	7.87
9/21/2000	22.79	7.83
9/22/2000	22.00	7.56
9/25/2000	22.00	7.56
9/26/2000	21.71	7.45
9/27/2000	21.75	7.47
9/28/2000	22.29	7.66
9/29/2000	23.96	8.23
10/2/2000	24.04	8.26
10/3/2000	22.92	7.87
10/4/2000	22.79	7.83
10/5/2000	22.21	7.63
10/6/2000	22.46	7.71
10/9/2000	21.58	7.41
10/10/2000	20.50	7.04
10/11/2000	21.58	7.41
10/12/2000	19.71	6.77

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
10/13/2000	20.83	7.15
10/16/2000	20.75	7.13
10/17/2000	19.13	6.57
10/18/2000	18.63	6.40
10/19/2000	20.17	6.93
10/20/2000	25.42	10.41
10/23/2000	24.67	10.41
10/24/2000	24.29	10.41
10/25/2000	24.83	10.41
10/26/2000	24.29	10.41
10/27/2000	27.00	10.41
10/30/2000	27.21	10.41
10/31/2000	30.29	10.41
11/1/2000	29.29	10.41
11/2/2000	29.33	10.41
11/3/2000	30.46	10.41
11/6/2000	29.75	10.41
11/7/2000	29.29	10.41
11/8/2000	28.17	10.41
11/9/2000	26.33	10.41
11/10/2000	25.63	10.41
11/13/2000	25.92	10.41
11/14/2000	27.21	10.41
11/15/2000	26.92	10.41
11/16/2000	26.79	10.41
11/17/2000	27.33	10.41
11/20/2000	26.83	10.41
11/21/2000	28.21	10.41
11/22/2000	28.00	10.41
11/24/2000	28.54	10.41
11/27/2000	29.54	10.41
11/28/2000	27.33	10.41
11/29/2000	27.29	10.41
11/30/2000	26.71	10.41
12/1/2000	27.04	10.41
12/4/2000	26.92	10.41
12/5/2000	28.33	10.41
12/6/2000	28.63	10.41
12/7/2000	27.33	10.41
12/8/2000	24.33	10.41
12/11/2000	23.67	10.41
12/12/2000	23.71	10.41
12/13/2000	21.33	10.06
12/14/2000	23.08	10.41
12/15/2000	21.88	10.31
12/18/2000	21.83	10.29
12/19/2000	22.96	10.41
12/20/2000	20.71	9.76
12/21/2000	21.92	10.33
12/22/2000	23.29	10.41
12/26/2000	22.42	10.41
12/27/2000	22.75	10.41
12/28/2000	24.50	10.41
12/29/2000	24.00	10.41
1/2/2001	21.21	10.00
1/3/2001	23.21	10.41
1/4/2001	22.63	10.41
1/5/2001	21.00	9.90
1/8/2001	20.92	9.86
1/9/2001	22.71	10.41

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
1/10/2001	23.71	10.41
1/11/2001	26.08	10.41
1/12/2001	24.96	10.41
1/16/2001	24.46	10.41
1/17/2001	26.21	10.41
1/18/2001	26.29	10.41
1/19/2001	26.88	10.41
1/22/2001	26.88	10.41
1/23/2001	27.21	10.41
1/24/2001	26.38	10.41
1/25/2001	29.88	10.41
1/26/2001	30.96	10.41
1/29/2001	32.58	10.41
1/30/2001	33.51	10.41
1/31/2001	31.53	10.41
2/1/2001	30.59	10.41
2/2/2001	30.59	10.41
2/5/2001	30.33	10.41
2/6/2001	31.76	10.41
2/7/2001	30.70	10.41
2/8/2001	30.08	10.41
2/9/2001	27.97	10.41
2/12/2001	29.85	10.41
2/13/2001	30.67	10.41
2/14/2001	30.53	10.41
2/15/2001	32.81	10.41
2/16/2001	31.21	10.41
2/20/2001	30.07	10.41
2/21/2001	29.99	10.41
2/22/2001	29.73	10.41
2/23/2001	28.77	10.41
2/26/2001	27.97	10.41
2/27/2001	26.84	10.41
2/28/2001	30.90	10.41
3/1/2001	30.90	10.41
3/2/2001	30.67	10.41
3/5/2001	34.47	10.41
3/6/2001	34.46	10.41
3/7/2001	33.57	10.41
3/8/2001	33.87	10.41
3/9/2001	30.94	10.41
3/12/2001	30.65	10.41
3/13/2001	33.10	10.41
3/14/2001	31.47	10.41
3/15/2001	32.17	10.41
3/16/2001	30.39	10.41
3/19/2001	30.36	10.41
3/20/2001	30.34	10.41
3/21/2001	28.11	10.41
3/22/2001	26.67	10.41
3/23/2001	29.32	10.41
3/26/2001	29.09	10.41
3/27/2001	29.13	10.41
3/28/2001	26.07	10.41
3/29/2001	21.99	10.41
3/30/2001	23.27	10.41
4/2/2001	23.37	10.41
4/3/2001	22.21	10.41
4/4/2001	21.75	10.41
4/5/2001	24.93	10.41

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
4/6/2001	24.01	10.41
4/9/2001	24.32	10.41
4/10/2001	25.55	10.41
4/11/2001	25.50	10.41
4/12/2001	25.79	10.41
4/16/2001	25.65	10.41
4/17/2001	25.25	10.41
4/18/2001	28.10	10.41
4/19/2001	29.60	10.41
4/20/2001	29.71	10.41
4/23/2001	28.88	10.41
4/24/2001	28.90	10.41
4/25/2001	30.00	10.41
4/26/2001	30.06	10.41
4/27/2001	30.16	10.41
4/30/2001	31.50	10.41
5/1/2001	30.80	10.41
5/2/2001	28.11	10.41
5/3/2001	27.53	10.41
5/4/2001	26.35	10.41
5/7/2001	26.16	10.41
5/8/2001	26.32	10.41
5/9/2001	25.62	10.41
5/10/2001	25.48	10.41
5/11/2001	24.45	10.41
5/14/2001	24.08	10.41
5/15/2001	23.55	10.41
5/16/2001	24.71	10.41
5/17/2001	25.10	10.41
5/18/2001	25.03	10.41
5/21/2001	25.40	10.41
5/22/2001	27.88	10.41
5/23/2001	27.00	10.41
5/24/2001	27.93	10.41
5/25/2001	27.01	10.41
5/29/2001	25.95	10.41
5/30/2001	24.12	10.41
5/31/2001	25.65	10.41
6/1/2001	25.57	10.41
6/4/2001	25.50	10.41
6/5/2001	25.85	10.41
6/6/2001	25.70	10.41
6/7/2001	25.99	10.41
6/8/2001	25.59	10.41
6/11/2001	24.12	10.41
6/12/2001	25.12	10.41
6/13/2001	24.78	10.41
6/14/2001	23.03	10.41
6/15/2001	23.63	10.41
6/18/2001	22.36	10.41
6/19/2001	21.87	10.41
6/20/2001	20.90	10.41
6/21/2001	20.11	10.41
6/22/2001	21.79	10.41
6/25/2001	21.26	10.41
6/26/2001	21.68	10.41
6/27/2001	21.80	10.41
6/28/2001	21.05	10.41
6/29/2001	22.20	10.41
7/2/2001	22.62	10.41

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
7/3/2001	22.24	10.41
7/5/2001	21.45	10.41
7/6/2001	20.20	10.41
7/9/2001	20.20	10.41
7/10/2001	19.68	10.41
7/11/2001	19.10	10.41
7/12/2001	19.17	10.41
7/13/2001	18.97	10.41
7/16/2001	18.45	10.12
7/17/2001	12.95	4.50
7/18/2001	13.27	4.61
7/19/2001	13.49	4.64
7/20/2001	13.08	4.55
7/23/2001	12.60	4.38
7/24/2001	11.90	4.14
7/25/2001	11.84	4.11
7/26/2001	12.15	4.22
7/27/2001	12.05	4.19
7/30/2001	12.10	4.21
7/31/2001	12.41	4.31
8/1/2001	13.39	4.64
8/2/2001	14.53	4.64
8/3/2001	14.23	4.64
8/6/2001	14.40	4.64
8/7/2001	14.40	4.64
8/8/2001	14.00	4.64
8/9/2001	14.23	4.64
8/10/2001	14.02	4.64
8/13/2001	14.47	4.64
8/14/2001	14.35	4.64
8/15/2001	13.87	4.64
8/16/2001	13.75	4.64
8/17/2001	13.50	4.64
8/20/2001	13.49	4.64
8/21/2001	13.04	4.53
8/22/2001	13.18	4.58
8/23/2001	12.96	4.50
8/24/2001	13.56	4.64
8/27/2001	14.20	4.64
8/28/2001	14.02	4.64
8/29/2001	13.85	4.64
8/30/2001	13.59	4.64
8/31/2001	13.50	4.64
9/4/2001	13.43	4.64
9/5/2001	12.87	4.47
9/6/2001	13.48	4.64
9/7/2001	13.38	4.64
9/10/2001	13.54	4.64
9/17/2001	12.05	4.19
9/18/2001	12.02	4.18
9/19/2001	11.89	4.14
9/20/2001	11.42	3.97
9/21/2001	11.55	4.02
9/24/2001	11.71	4.07
9/25/2001	11.55	4.02
9/26/2001	9.70	3.37
9/27/2001	9.80	3.41
9/28/2001	10.49	3.65
10/1/2001	10.50	3.65
10/2/2001	10.45	3.63

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
10/3/2001	11.35	3.95
10/4/2001	11.40	3.97
10/5/2001	12.87	4.48
10/8/2001	13.45	4.64
10/9/2001	13.04	4.54
10/10/2001	13.54	4.64
10/11/2001	15.00	4.64
10/12/2001	14.50	4.64
10/15/2001	14.30	4.64
10/16/2001	14.24	4.64
10/17/2001	14.93	4.64
10/18/2001	13.87	4.64
10/19/2001	12.77	4.44
10/22/2001	12.67	4.41
10/23/2001	12.55	4.37
10/24/2001	12.77	4.44
10/25/2001	13.40	4.64
10/26/2001	13.52	4.64
10/29/2001	12.89	4.48
10/30/2001	12.82	4.46
10/31/2001	12.85	4.47
11/1/2001	12.87	4.48
11/2/2001	13.14	4.57
11/5/2001	13.84	4.64
11/6/2001	14.51	4.64
11/7/2001	15.66	4.64
11/8/2001	15.80	4.64
11/9/2001	15.59	4.64
11/12/2001	15.91	4.64
11/13/2001	16.73	4.64
11/14/2001	16.77	4.64
11/15/2001	16.93	4.64
11/16/2001	17.37	4.64
11/19/2001	17.39	4.64
11/20/2001	16.74	4.64
11/21/2001	16.26	4.64
11/23/2001	16.78	4.64
11/26/2001	16.93	4.64
11/27/2001	16.50	4.64
11/28/2001	16.00	4.64
11/29/2001	16.38	4.64
11/30/2001	16.62	4.64
12/3/2001	16.29	4.64
12/4/2001	17.21	4.64
12/5/2001	17.73	4.64
12/6/2001	17.23	4.64
12/7/2001	16.61	4.64
12/10/2001	16.67	4.64
12/11/2001	16.75	4.64
12/12/2001	16.20	4.64
12/13/2001	15.85	4.64
12/14/2001	16.23	4.64
12/17/2001	16.35	4.64
12/18/2001	16.39	4.64
12/19/2001	16.28	4.64
12/20/2001	15.40	4.64
12/21/2001	16.02	4.64
12/24/2001	15.88	4.64
12/26/2001	15.90	4.64
12/27/2001	16.12	4.64

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
12/28/2001	16.05	4.64
12/31/2001	15.88	4.64
1/2/2002	16.12	4.64
1/3/2002	16.80	4.64
1/4/2002	17.14	4.64
1/7/2002	16.85	4.64
1/8/2002	16.62	4.64
1/9/2002	16.37	4.64
1/10/2002	16.50	4.64
1/11/2002	15.97	4.64
1/14/2002	15.53	4.64
1/15/2002	16.11	4.64
1/16/2002	15.76	4.64
1/17/2002	15.85	4.64
1/18/2002	15.70	4.64
1/22/2002	15.23	4.64
1/23/2002	15.45	4.64
1/24/2002	15.46	4.64
1/25/2002	15.88	4.64
1/28/2002	15.68	4.64
1/29/2002	15.46	4.64
1/30/2002	15.68	4.64
1/31/2002	15.50	4.64
2/1/2002	15.16	4.64
2/4/2002	13.74	4.64
2/5/2002	14.05	4.64
2/6/2002	14.33	4.64
2/7/2002	13.49	4.64
2/8/2002	13.39	4.64
2/11/2002	14.12	4.64
2/12/2002	14.20	4.64
2/13/2002	11.70	1.98
2/14/2002	11.79	1.98
2/15/2002	8.40	1.68
2/19/2002	8.09	1.62
2/20/2002	8.00	1.60
2/21/2002	7.92	1.58
2/22/2002	7.40	1.48
2/25/2002	7.25	1.45
2/26/2002	7.98	1.59
2/27/2002	8.22	1.64
2/28/2002	8.63	1.72
3/1/2002	8.85	1.77
3/4/2002	10.31	1.98
3/5/2002	9.97	1.98
3/6/2002	10.92	1.98
3/7/2002	10.90	1.98
3/8/2002	11.76	1.98
3/11/2002	12.31	1.98
3/12/2002	11.76	1.98
3/13/2002	11.10	1.98
3/14/2002	11.22	1.98
3/15/2002	11.21	1.98
3/18/2002	11.49	1.98
3/19/2002	11.69	1.98
3/20/2002	11.55	1.98
3/21/2002	11.61	1.98
3/22/2002	11.57	1.98
3/25/2002	11.28	1.98
3/26/2002	11.25	1.98

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
3/27/2002	11.15	1.98
3/28/2002	11.24	1.98
4/1/2002	11.20	1.98
4/2/2002	10.77	1.98
4/3/2002	10.73	1.98
4/4/2002	10.32	1.98
4/5/2002	9.87	1.97
4/8/2002	9.74	1.95
4/9/2002	9.68	1.94
4/10/2002	9.40	1.88
4/11/2002	9.29	1.86
4/12/2002	10.15	1.98
4/15/2002	9.76	1.95
4/16/2002	10.58	1.98
4/17/2002	10.89	1.98
4/18/2002	10.87	1.98
4/19/2002	9.01	1.06
4/22/2002	8.01	0.56
4/23/2002	8.24	0.57
4/24/2002	8.49	0.59
4/25/2002	8.37	0.58
4/26/2002	8.41	0.59
4/29/2002	8.29	0.58
4/30/2002	8.46	0.59
5/1/2002	8.65	0.60
5/2/2002	8.31	0.58
5/3/2002	8.16	0.57
5/6/2002	8.17	0.57
5/7/2002	8.10	0.56
5/8/2002	9.50	0.62
5/9/2002	8.56	0.60
5/10/2002	9.00	0.62
5/13/2002	8.60	0.60
5/14/2002	9.00	0.62
5/15/2002	8.98	0.62
5/16/2002	8.91	0.62
5/17/2002	8.85	0.62
5/20/2002	8.76	0.61
5/21/2002	8.32	0.58
5/22/2002	8.33	0.58
5/23/2002	8.49	0.59
5/24/2002	8.40	0.58
5/28/2002	8.36	0.58
5/29/2002	8.36	0.58
5/30/2002	8.43	0.59
5/31/2002	8.57	0.60
6/3/2002	8.29	0.58
6/4/2002	8.15	0.57

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
6/5/2002	8.51	0.59
6/6/2002	8.60	0.60
6/7/2002	8.67	0.60
6/10/2002	8.92	0.62
6/11/2002	8.57	0.60
6/12/2002	8.61	0.60
6/13/2002	8.25	0.57
6/14/2002	8.40	0.58
6/17/2002	8.76	0.61
6/18/2002	8.95	0.62
6/19/2002	8.74	0.61
6/20/2002	8.58	0.60
6/21/2002	8.40	0.58
6/24/2002	8.49	0.59
6/25/2002	8.67	0.60
6/26/2002	8.40	0.58
6/27/2002	8.52	0.59
6/28/2002	8.50	0.59
7/1/2002	8.20	0.57
7/2/2002	7.45	0.52
7/3/2002	7.70	0.54
7/5/2002	8.24	0.57
7/8/2002	7.74	0.54
7/9/2002	7.00	0.49
7/10/2002	6.80	0.47
7/11/2002	6.90	0.48
7/12/2002	7.40	0.52
7/15/2002	7.48	0.52
7/16/2002	8.00	0.56
7/17/2002	8.90	0.62
7/18/2002	8.75	0.61
7/19/2002	8.58	0.60
7/22/2002	8.26	0.58
7/23/2002	8.00	0.56
7/24/2002	8.35	0.58
7/25/2002	8.35	0.58
7/26/2002	8.34	0.58
7/29/2002	9.35	0.62
7/30/2002	9.45	0.62
7/31/2002	9.14	0.62
8/1/2002	8.97	0.62
8/2/2002	9.20	0.62
8/5/2002	8.39	0.58
8/6/2002	8.85	0.62
8/7/2002	9.01	0.62
8/8/2002	9.10	0.62
8/9/2002	9.00	0.62
8/12/2002	9.05	0.62

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
8/13/2002	8.26	0.00
8/14/2002	8.44	0.00
8/15/2002	8.42	0.00
8/16/2002	9.09	0.00
8/19/2002	10.00	0.00
8/20/2002	10.26	0.00
8/21/2002	10.70	0.00
8/22/2002	10.83	0.00
8/23/2002	9.53	0.00
8/26/2002	10.15	0.00
8/27/2002	10.10	0.00
8/28/2002	9.50	0.00
8/29/2002	9.23	0.00
8/30/2002	9.12	0.00
9/3/2002	8.66	0.00
9/4/2002	9.02	0.00
9/5/2002	8.60	0.00
9/6/2002	9.05	0.00
9/9/2002	9.05	0.00
9/10/2002	9.25	0.00
9/11/2002	9.25	0.00
9/12/2002	8.97	0.00
9/13/2002	8.79	0.00
9/16/2002	8.65	0.00
9/17/2002	8.62	0.00
9/18/2002	8.23	0.00
9/19/2002	7.78	0.00
9/20/2002	7.80	0.00
9/23/2002	7.40	0.00
9/24/2002	7.40	0.00
9/25/2002	7.70	0.00
9/26/2002	7.90	0.00
9/27/2002	7.81	0.00
9/30/2002	7.67	0.00
10/1/2002	8.30	0.00
10/2/2002	7.81	0.00
10/3/2002	7.84	0.00
10/4/2002	7.37	0.00
10/7/2002	7.24	0.00
10/8/2002	6.78	0.00
10/9/2002	5.73	0.00
10/10/2002	4.99	0.00
10/11/2002	5.64	0.00
10/14/2002	6.15	0.00
10/15/2002	6.73	0.00
10/16/2002	6.30	0.00
10/17/2002	6.70	0.00