

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

THE LOUISIANA MUNICIPAL POLICE
EMPLOYEES' RETIREMENT SYSTEM,
THE LOUISIANA SHERIFFS' PENSION &
RELIEF FUND AND THE CITY OF MIAMI
GENERAL EMPLOYEES' & SANITATION
EMPLOYEES' RETIREMENT TRUST,
INDIVIDUALLY AND ON BEHALF OF ALL
OTHERS SIMILARLY SITUATED,

CIVIL ACTION NO. 04-621 (LDW)

Plaintiffs,

v.

DELOITTE & TOUCHE LLP,

Defendant.

**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 March 2, 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 from a settlement entered into among Lead Plaintiffs Louisiana Municipal Police Employees' Retirement System, Louisiana Sheriffs' Pension & Relief Fund and the City of Miami General Employees' & Sanitation Employees' Retirement Trust ("Lead Plaintiffs") and Deloitte & Touche LLP ("D&T"). Your legal rights are affected whether you do or do not act. A Proof of Claim and Release form, which is required in order for a Class Member to participate in the distribution of the funds recovered for the benefit of the Class, was included in the Notice sent to you in connection with the partial settlement (the "Symbol Settlement") that Lead Plaintiffs reached with Symbol Technologies, Inc. ("Symbol"), Jerome Swartz, Harvey P. Mallement, George Bugliarello, and Leo A. Guthart (the "Symbol Defendants") in *In re Symbol Technologies, Inc. Securities Litigation*, Case No. 02-CV-1383 (LDW) (the "Symbol Action"). **IF YOU ALREADY SUBMITTED A PROOF OF CLAIM FORM IN CONNECTION WITH THE SYMBOL SETTLEMENT, THERE IS NO NEED FOR YOU TO SUBMIT ANOTHER ONE. If you are a Class Member, and you wish to receive monies from the recoveries that Lead Plaintiffs have obtained for the Class, but you have not yet submitted a Proof of Claim and Release form, you must properly fill out and submit a Proof of Claim and Release form, postmarked no later than October 31, 2006, to participate in the Settlement. Please read this Notice carefully! Capitalized terms not defined herein are given the meaning ascribed in the Stipulation and Agreement of Settlement between Lead Plaintiffs and D&T (the "Stipulation").**

1. **Statement of Plaintiff Recovery:** This Notice relates to a proposed settlement of a class action lawsuit (the "Action") filed against D&T. The total value of this settlement is \$24,000,000 in cash, plus interest (the "Settlement"). If approved, the Settlement, together with the \$139,000,000 Symbol Settlement (which was granted final approval by the Court on October 14, 2004), will resolve all of the Class' claims other than those against Tomo Razmilovic, Kenneth J. Jaeggi, Frank Borghese, and Brian Burke (the "Non-Settling Symbol Defendants"), against whom all proceedings remain stayed as a result of ongoing criminal proceedings. In particular, the Settlement will create a Settlement Fund to pay claims of investors who purchased Symbol common stock between March 2, 2000, and October 17, 2002 (the "Class Period"). The Net Settlement Fund (the Settlement Fund less Taxes, Notice and Administration Costs and attorney fees and Litigation Expenses awarded to Lead Counsel) will be distributed in accordance with the Plan of Allocation previously approved by the Court in the Symbol Action by Order entered October 14, 2004. Lead Plaintiffs' damages expert estimates that approximately 339.1 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 in the Settlement, the average per share recovery from the Settlement would be approximately \$0.07 per damaged share before the deduction of attorneys' fees, costs and expenses, as approved by the Court, which would provide an average recovery per damaged share for the two settlements of \$0.48.

QUESTIONS? CALL 1 (866) 893-1052 OR VISIT WWW.BLBGLAW.COM OR WWW.BERMANESQ.COM

2. **Reasons for the Settlement:** The Settlement resolves claims against D&T over whether it violated federal securities laws in connection with allegedly false and misleading public statements. D&T has denied and continues to deny any and all allegations of wrongdoing. 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 \$24,000,000 in cash plus interest, 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 D&T would have the opportunity to assert substantial defenses to the claims asserted against it. Lead Plaintiffs will continue to pursue claims against the Non-Settling Symbol Defendants.

3. **Statement of Average Amount of Damages Per Share:** Lead Plaintiffs and D&T 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 D&T. Lead Plaintiffs and D&T disagree on, among other things: (1) the amount of inflation allegedly caused by the alleged misrepresentations and omissions; and (2) the percent of responsibility, if any, of D&T, Symbol Defendants and Non-Settling Symbol Defendants (collectively, the “Defendants”) for the alleged misrepresentations and omissions.

4. **Statement of Attorney Fees and Expenses Sought:** Lead Counsel intends to apply for an award of attorney fees on behalf of all Plaintiffs’ Counsel not to exceed 20% of the Settlement Fund. In addition, Lead Counsel intends to apply for reimbursement of Litigation Expenses paid and incurred in connection with the prosecution and resolution of the claims against D&T, in an amount not to exceed \$900,000. Lead Counsel will ask that the amount awarded as reimbursement of Litigation Expenses be payable first from the Settlement Fund. If the Court approves Lead Counsel’s fee and expense application, the average cost per share will be approximately \$0.016.

5. **Identification of Attorneys’ Representatives:** Any questions regarding the Settlement should be directed to Lead Counsel: Jeffrey N. Leibell, Esq., Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019, 1 (800) 380-8496, www.blbglaw.com or Julie A. Richmond, Esq., Berman DeValerio Pease Tabacco Burt & Pucillo, One Liberty Square, Boston, MA 02109, 1 (617) 542-8300, www.bermanesq.com.

DO NOT CONTACT THE COURT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A PROOF OF CLAIM AND RELEASE FORM POSTMARKED NO LATER THAN OCTOBER 31, 2006, UNLESS YOU ALREADY SUBMITTED A PROOF OF CLAIM AND RELEASE FORM IN CONNECTION WITH THE SYMBOL SETTLEMENT, IN WHICH CASE THERE IS NO NEED TO SUBMIT ANOTHER PROOF OF CLAIM AND RELEASE FORM	The only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS POSTMARKED NO LATER THAN AUGUST 28, 2006	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against D&T with respect to the claims in this case.
OBJECT NO LATER THAN AUGUST 28, 2006	Write to the Court and explain why you do not like the Settlement.
GO TO A HEARING AT 11:00 A.M. ON SEPTEMBER 12, 2006, AND FILE A NOTICE OF INTENTION TO APPEAR NO LATER THAN AUGUST 28, 2006	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment (unless you already submitted a Proof of Claim and Release form in connection with the Symbol Settlement). 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 March 2, 2000, and October 17, 2002, inclusive. The Court (as defined in the next Paragraph) sent you this Notice because, as a potential Class Member, you have a right to know about a proposed settlement of 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 Settlement 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 *The Louisiana Municipal Police Employees’ Retirement System, et al. v. Deloitte & Touche LLP*, Civil Action No. 04-621 (LDW). The entities that filed this lawsuit are the Lead Plaintiffs, and the entity which has been sued is the defendant.

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 12, 2006, 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 D&T should be dismissed with prejudice as set forth in the Stipulation; and
- (c) 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 any appeals are resolved and after the completion of all claims processing. Please be patient.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

11. The Court has decided that all persons or entities who purchased or otherwise acquired shares of Symbol common stock during the period beginning on March 2, 2000, through and including October 17, 2002, and who were damaged thereby, are eligible to participate in the Settlement, with the exception of the following persons or entities: (a) D&T; (b) Symbol; (c) each Symbol Individual Defendant; (d) members of the immediate family of each Symbol Individual Defendant; (e) any entity in which D&T, Symbol, or any Symbol Individual Defendant has a controlling interest; (f) any person who was an officer, executive or director of Symbol during the Class Period; and (g) the legal representatives, heirs, successors or assigns of any such excluded party (the "Class"). Also excluded from the Class is any member thereof who excludes himself, herself or itself by filing 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?" below).

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, AND YOU DID NOT ALREADY SUBMIT A PROOF OF CLAIM AND RELEASE FORM IN CONNECTION WITH THE SYMBOL SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED PROOF OF CLAIM AND RELEASE FORM POSTMARKED NO LATER THAN OCTOBER 31, 2006. IF YOU PREVIOUSLY SUBMITTED A PROOF OF CLAIM AND RELEASE FORM IN CONNECTION WITH THE SYMBOL SETTLEMENT, THERE IS NO NEED FOR YOU TO SUBMIT ANOTHER PROOF OF CLAIM AND RELEASE FORM. PLEASE NOTE THAT ALTHOUGH THE CLAIM FORM FROM THE SYMBOL ACTION DID NOT SPECIFICALLY REFER TO A RELEASE OF CLAIMS AGAINST D&T AND OTHER RELEASED PERSONS, YOU WILL BE DEEMED BY OPERATION OF THE JUDGMENT, AS OF THE EFFECTIVE DATE, TO HAVE FULLY AND FINALLY RELEASED D&T AND ALL OTHER RELEASED PERSONS FROM ALL SETTLED CLAIMS IF YOU DO NOT CHOOSE TO OPT OUT OF THE CLASS.

WHAT RECOVERY DOES THE SETTLEMENT PROVIDE?

12. The total value of the Settlement is \$24,000,000 in cash, plus interest. Taxes, attorney fees, Litigation Expenses, Notice and Administration costs will be deducted from these Settlement proceeds, and the balance will be distributed to the Class.

13. 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 and the total number of shares for which timely and valid Proof of Claim and Release forms are submitted by Class Members ("Authorized Claimants"). *See* "HOW MUCH WILL MY PAYMENT BE? THE PROPOSED PLAN OF ALLOCATION." below.

14. Lead Plaintiffs' damages expert estimates that approximately 339.1 million shares of Symbol common stock that 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 in the Settlement, the average per share recovery from the Settlement would be approximately \$0.07 per damaged share before the deduction of taxes, attorneys' fees, costs and expenses, as approved by the Court, which would provide an average recovery per damaged share for the two settlements of \$0.48.

15. **Timing of Payment:** D&T has agreed to deposit or cause to be deposited \$24,000,000 in cash into the Escrow Account for the benefit of the Class no later than five (5) business days after entry of the Court's Preliminary Approval Order.

WHY IS THERE A SETTLEMENT?

16. Under the proposed Settlement, the Court will not decide in favor of either the plaintiffs or D&T. By agreeing to the Settlement, both the plaintiffs and D&T avoid the costs and risk of a trial, and the Class Members are compensated.

17. 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 \$24,000,000 in cash, 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 D&T would have the opportunity to assert substantial defenses to the claims asserted against them.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

18. 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 D&T. Also, if D&T was successful in proving any of its 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?

19. Lead Counsel have not received any payment for their services in pursuing their claims against D&T 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 not to exceed 20% of the Settlement Fund. In addition, Lead Counsel intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$900,000. If the application for attorney fees and reimbursement of Litigation Expenses is approved by the Court, the average cost per share would be approximately \$0.016. 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?” below.

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

20. On February 12, 2004, Lead Plaintiffs, on behalf of themselves and other persons and entities who purchased Symbol common stock between March 2, 2000, and October 17, 2002, filed the securities class action captioned above against D&T. In the Complaint, Lead Plaintiffs allege violations of Section 10(b) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder. Specifically, Lead Plaintiffs allege that during the Class Period, D&T, acting as Symbol’s auditor, made materially false statements and/or omissions regarding Symbol’s financial statements for the years ended December 31, 1999, 2000, and 2001.

21. The Action was designated as a “Related Case” with a consolidated class action commenced in March 2002 against Symbol and certain of its officers and directors, captioned *In re Symbol Technologies Litigation*, Master File Docket No. 02-CV-1383 (LDW). In the Symbol Action, Lead Plaintiffs generally allege, among other things, that during the period between April 26, 2000, through and including April 18, 2002, the defendants issued materially false and misleading press releases and other statements regarding Symbol’s financial condition in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder.

22. The parties to the Symbol Action reached a settlement of the claims asserted against: (i) Symbol; and (ii) some, but not all, of the Symbol Individual Defendants, which settlement was set forth in a Stipulation and Agreement of Settlement executed on May 24, 2004, and which was subsequently approved by the Court on October 14, 2004.

23. Before agreeing to the Settlement, Lead Counsel conducted an extensive investigation into the events and transactions underlying the claims alleged against D&T. Lead Counsel analyzed potential claims and researched the applicable law with respect to the claims asserted and D&T’s potential defenses thereto, and also consulted with accounting and damages experts. As a part of the discovery process, Lead Counsel reviewed thousands of documents produced by D&T, Symbol, and a variety of non-parties. The discovery process was ongoing at the time the Settlement was reached. Lead Counsel had settlement discussions with D&T’s Counsel over several months, and, on May 10, 2006, participated in a mediation with D&T’s Counsel with the assistance of Professor Eric Green, a mediator with substantial experience in complex securities class action litigation. As a result of hard-fought settlement negotiations at the direction of Professor Green, Lead Plaintiffs and D&T reached agreement on the terms of the Settlement.

WHY HAS D&T AGREED TO THE SETTLEMENT?

24. D&T has denied all allegations of wrongdoing, has denied that Lead Plaintiffs have stated a cause of action against it, and has denied that Lead Plaintiffs and other Class Members were damaged as alleged in the Complaint. The Settlement is not evidence of, an admission of, or a concession on the part of D&T of any fault or liability whatsoever on the part of D&T, or any infirmity in any defenses it has asserted or intended to assert in the Action. D&T denies wrongdoing, but considers it desirable and in its best interest that the claims against it 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?

25. The Settlement resulted from extensive arm's-length negotiations among counsel for Lead Plaintiffs and counsel for D&T. Lead Counsel had several settlement discussions, including a mediation conducted by a professional mediator, with counsel for D&T, which ultimately resulted in an agreement to settle the claims against D&T. Lead Plaintiffs have not reached a settlement with the Non-Settling Symbol Defendants.

WHAT ARE THE REASONS FOR THE SETTLEMENT?

26. Lead Plaintiffs and Lead Counsel believe that the claims asserted against D&T have merit. However, they recognize the expense and length of continued proceedings necessary to pursue this lawsuit against D&T 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 D&T 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 D&T on the terms set forth in the Stipulation and this Notice.

HOW MUCH WILL MY PAYMENT BE? THE PROPOSED PLAN OF ALLOCATION.

THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS

27. D&T has agreed to pay \$24,000,000 in cash (the "Settlement Fund").

28. After approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Net Settlement Fund (less any Taxes, Notice and Administration costs, and attorney fees and reimbursement of litigation expenses) will be distributed to Authorized Claimants in accordance with the Court-approved Plan of Allocation described below.

29. 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, 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 Lead Counsel for, and to pay, costs and expenses incurred by Lead Counsel in connection with commencing and prosecuting the Action, with interest thereon if and to the extent allowed by the Court;

(d) To pay Lead Counsel's attorney fees, to the extent allowed by the Court; and

(e) Subject to the Judgment by the Court granting approval of the Settlement becoming Final (meaning that the time for appeal or appellate review of the Judgment granting final approval has expired, or, if the Judgment is appealed, that appeal is either decided without causing a material change in the Judgment 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.

30. D&T is not entitled to get back any of the settlement consideration once the Court's Judgment approving the Settlement becomes Final (as defined above). Moreover, D&T has no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund.

31. 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. Each person wishing to participate in the distribution must timely submit a valid Proof of Claim and Release form and all required documentation postmarked no later than October 31, 2006, to the address set forth in the Proof of Claim and Release form that accompanies this Notice; **however, if you already submitted a Proof of Claim and Release form in connection with the Symbol Settlement, there is no need for you to submit another one.** Unless otherwise ordered by the Court, any Class Member who did not previously submit a Proof of Claim and Release form in connection with the Symbol Settlement and who fails to submit a Proof of Claim and Release form postmarked by October 31, 2006, 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 Settled Claims against D&T and all other Released Persons and is enjoined and prohibited from filing, prosecuting, or pursuing any of the Settled Claims against any D&T or any other Released Person regardless of whether or not such Class Member submits a Proof of Claim and Release form.

32. 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 shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Counsel or the Settlement 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

33. A "Loss Amount" will be calculated for each purchase or acquisition of Symbol common stock that is listed in the Proof of Claim and Release 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.

34. **Information Required on the Proof of Claim and Release form:** Each Proof of Claim and Release form must indicate each Claimant's opening position in Symbol common stock as of March 2, 2000, the first day of the Class Period; the number of Symbol shares acquired in exchange for shares of Telxon Corporation ("Telxon") common stock in connection with the November 30, 2005, merger of Telxon and Symbol; 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 Proof of Claim and Release form also must list *all* transactions in Symbol common stock, including all purchases and sales as well as free receipts and free deliveries, made during the Class Period (March 2, 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 beginning with the earliest purchase. For this reason, among others, Claimants must supply all of the documentation required by the Proof of Claim and Release form.

35. **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

36. 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.

37. Lead 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. Lead Plaintiffs' expert analyzed the market price reaction to public disclosures that revealed or described the alleged misrepresentations or their effects. Further, Lead 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). Lead Plaintiffs' expert, thus, isolated the price effect that it reasonably believed was

caused by the fraud. In addition, Lead 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. Lead 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.

38. Based on the isolated market reaction attributable to each inflationary statement and public disclosure of the alleged fraud, Lead 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.

39. Lead 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

40. Specific Loss Amounts will be calculated as follows:

- (a) **Shares of Symbol common stock that were purchased from March 2, 2000, through and including August 12, 2002:**
 - (i) **And that were still held as of the close of trading on October 17, 2002:** For each share of Symbol common stock that was purchased or acquired during the period from March 2, 2000, through and including August 12, 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.
 - (ii) **And that were sold between the period from March 2, 2000, through the close of trading on October 17, 2002:** Unless otherwise provided by subparagraphs (c) - (f) below, for each share of Symbol common stock that was purchased or acquired during the period from March 2, 2000, through and including August 12, 2002, and that was sold between the period from March 2, 2000, through 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.
- (b) **Shares of Symbol common stock that were purchased from August 13, 2002, through and including October 17, 2002:** For each share of Symbol common stock that was either purchased or acquired during the period from August 13, 2002, through and including October 17, 2002, and also sold during that same period, the Loss Amount is \$0.00, because August 13, 2002, was the last disclosure of the alleged wrongdoing during the Class Period. Although Symbol announced further detail about its restatement of earnings on October 17, 2002, Symbol also announced its 3Q02 results, causing Symbol's stock price to increase on October 17, 2002. Thus, given the confounding positive news on October 17, 2002, no loss to investors could be measured.
- (c) **Shares of Symbol common stock that were purchased and sold from March 2, 2000, through and including July 16, 2001:** For each share of Symbol common stock that was either purchased or acquired during the period from March 2, 2000, through and including July 16, 2001, and also sold during that same period, the Loss Amount is \$0.00, because the shares were bought and sold prior to a corrective disclosure by the Company.
- (d) **Shares of Symbol common stock that were purchased and sold from July 17, 2001, through and including February 12, 2002:** For each share of Symbol common stock that was either purchased or acquired during the period from July 17, 2001, through and including February 12, 2002, and also sold during that same period, the Loss Amount is \$0.00, because the shares were bought and sold prior to a corrective disclosure by the Company.
- (e) **Shares of Symbol common stock that were purchased and sold from February 13, 2002, through and including April 18, 2002:** For each share of Symbol common stock that was either purchased or acquired during the period from February 13, 2002, through and including April 18, 2002, and also sold during that same period, the Loss Amount is \$0.00, because the shares were bought and sold prior to a corrective disclosure by the Company.
- (f) **Shares of Symbol common stock that were purchased and sold from April 19, 2002, through and including August 12, 2002:** For each share of Symbol common stock that was either purchased or acquired during the period from April 19, 2002, through and including August 12, 2002, and also sold during that same period, the Loss Amount is \$0.00, because the shares were bought and sold prior to a corrective disclosure by the Company.

(g) **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 (\$13.355) 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.

ALLOCATION OF THE NET SETTLEMENT FUND

41. 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.

42. If the Net Settlement Fund exceeds the sum total amount of the Loss Amounts of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all such Authorized Claimants.

43. **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.

44. 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. Any person or entity who sold Symbol common stock "short" shall have no Recognized Claim with respect to any purchase during the Class Period to cover such short sale.

45. **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?

46. If the Settlement is approved, the Court will enter a Judgment. The Judgment will dismiss the claims against D&T 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, relinquished and discharged all Settled Claims against the Released Parties.

47. "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: (i) 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; (ii) in connection with the purchase or sale of Symbol common stock during the Class Period; and (iii) arise out of or relate to the allegations, facts, matters and occurrences referred to in the D&T Complaint. However, the Settled Claims do not include any claims relating to the enforcement of the Settlement or this Stipulation.

48. The Judgment also will provide that D&T 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, relinquished and discharged any and all claims that D&T 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 D&T 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 Symbol Action, or any of their attorneys, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against D&T, except claims relating to the enforcement of the Settlement.

HOW WILL THE LAWYERS BE PAID?

49. 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 not to exceed 20% of the Settlement Fund. In addition, Lead Counsel intend to apply for reimbursement of Litigation Expenses incurred in connection with the lawsuit, in an amount not to exceed \$900,000.

50. To date, neither Lead Counsel have received any payment for their services in prosecuting the Action on behalf of the Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. The fee requested by Lead Counsel would compensate Lead 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?

51. The Court has certified the Action as a class action for purposes of the Settlement. If you purchased or acquired Symbol common stock between March 2, 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 did not submit a Proof of Claim and Release form in connection with the Symbol Settlement and fails to submit a Proof of Claim and Release form postmarked by October 31, 2006, 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.

52. 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 Proof of Claim and Release form. The Proof of Claim and Release form must be supported by such documents as specified in the Proof of Claim and Release form. The Proof of Claim and Release form is enclosed. Extra copies of the Proof of Claim and Release form may be obtained from the Settlement Administrator at the address noted below or downloaded from Lead Counsel's websites at www.blbglaw.com or www.bermanesq.com.

53. 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 Settlement 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 Proof of Claim and Release form.

54. 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? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?" below.

55. 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?" below.

56. If you object to the Settlement or any of its terms, 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? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?” below.

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

57. 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 August 28, 2006, addressed to, The Louisiana Municipal Police Employees’ Retirement System, et al. v. Deloitte & Touche LLP, EXCLUSIONS, c/o A.B. Data, Ltd., Settlement Administrator, P.O. Box 170500, Milwaukee, WI 53217. No person may exclude himself, herself or itself 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 *The Louisiana Municipal Police Employees’ Retirement System, et al. v. Deloitte & Touche LLP*” 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.

58. 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 DO NOT LIKE THE SETTLEMENT?

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

59. Any Class Member who does not request exclusion postmarked by August 28, 2006, 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, NY 11722, postmarked on or before August 28, 2006, 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
MAX W. BERGER, ESQ.
JEFFREY N. LEIBELL, ESQ.
1285 Avenue of the Americas
New York, NY 10019

Co-Lead Counsel for Plaintiffs:

BERMAN DEVALERIO PEASE
TABACCO BURT & PUCILLO
GLEN DEVALERIO, ESQ.
JULIE A. RICHMOND, ESQ.
One Liberty Square
Boston, MA 02109

Counsel for D&T:

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
SAMUEL KADET, ESQ.
JOSEPH N. SACCA, ESQ.
4 Times Square
New York, NY 10036

60. 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.

61. Attendance at the Hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement 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 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.

62. 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 and/or the application for attorney fees and reimbursement of Litigation Expenses. 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?

63. 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, the Proof of Claim and Release form, and the enclosed Summary Notice 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 The Louisiana Municipal Police Employees' Retirement System, et al. v. Deloitte & Touche LLP, c/o A.B. Data, Ltd., Settlement Administrator, P.O. Box 170500, Milwaukee, WI 53217, 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 Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice, the Proof of Claim and Release form, and the Summary Notice may also be obtained from the Settlement Administrator or may be downloaded from Lead Counsel's websites at www.blbglaw.com or www.bermanesq.com.

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

64. 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.

65. All inquiries concerning this Notice or the Proof of Claim and Release form should be directed to:

The Louisiana Municipal Police Employees' Retirement System, et al. v. Deloitte & Touche LLP
c/o A.B. Data, Ltd.
Settlement Administrator
P.O. Box 170500
Milwaukee, WI 53217

OR

Max W. Berger, Esq.
Jeffrey N. Leibell, Esq.
Bernstein Litowitz Berger & Grossmann LLP
1285 Avenue of the Americas
New York, NY 10019
1 (800) 380-8496
Lead Counsel

Glen DeValerio, Esq.
Julie A. Richmond, Esq.
Berman DeValerio Pease Tabacco Burt & Pucillo
One Liberty Square
Boston, MA 02109
1 (617) 542-8300
Lead Counsel

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

Dated: June 9, 2006

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
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

QUESTIONS? CALL 1 (866) 893-1052 OR VISIT WWW.BLBGLAW.COM OR WWW.BERMANESQ.COM

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
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
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
6/4/2002	8.15	0.57
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

Date	Symbol Stock Price (split-adjusted)	Artificial Inflation Limited by Excess Price Declines
8/12/2002	9.05	0.62
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