



common stock at various times during the Class Period; (d) the extent to which external factors such as general market and industry conditions, influenced the trading price of ErgoBilt's common stock at various times during the Class Period; (e) the extent to which the various matters that plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of ErgoBilt's common stock at various times during the Class Period; (f) the extent to which the various allegedly adverse material facts that plaintiffs alleged were omitted influenced (if at all) the trading price of ErgoBilt's common stock at various times during the Class Period; and (g) whether the statements made or facts allegedly omitted were material or otherwise actionable under the federal securities laws.

5. The Defendants deny that they are liable to plaintiffs or the Class and deny that plaintiffs or the Class have suffered any damages.

#### Statement of Attorneys' Fees and Costs Sought

6. Counsel to plaintiffs ("Plaintiffs' Counsel") intend to apply for fees of up to one-third (33-1/3%) of the Gross Settlement Fund, and for reimbursement of expenses incurred in connection with the prosecution of this Action up to a maximum amount of \$100,000. The requested fees and expenses, calculated without regard to the exclusion of any person or entity from the Class, amount to an average of \$0.19 per damaged share. In addition, one of the lead plaintiffs, Keith Dartley, will seek compensation of up to a total of \$3,500 for the time he expended and expenses he incurred in the litigation.

Plaintiffs' Counsel have expended considerable time and effort in the prosecution of this litigation on a contingent fee basis, and have advanced the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees.

#### Further Information

7. Further information regarding the Action and this Notice may be obtained by contacting Plaintiffs' Lead Counsel: Robert A. Wallner, Esq., Milberg Weiss Bershad Hynes & Lerach LLP, One Pennsylvania Plaza, New York, New York 10119-0165, Telephone (212) 594-5300.

#### Reasons for the Settlement

8. The principal reason for the Settlement is that it presents an immediate and absolute benefit to the Class. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future.

#### **NOTICE OF SETTLEMENT HEARING**

9. NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Texas, Dallas Division (the "Court") dated September 19, 2002, that a hearing will be held before the Honorable Barbara M.G. Lynn in the United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242, at 4:00 p.m., on November 25, 2002 (the "Settlement Fairness Hearing") to determine whether the Settlement of the Action, as set forth in the Stipulation and Agreement of Settlement with All Defendants dated as of September 13, 2002 (the "Stipulation"), is fair, reasonable and adequate and to consider the proposed Plan of Allocation for the Settlement proceeds and the application of Plaintiffs' Counsel for attorneys' fees and reimbursement of expenses.

10. By Order dated December 3, 2001, the Court certified this action to be maintained as a class action with respect to the claims against Defendants Cruttenden Roth Incorporated and Principal Financial Securities, Inc. (collectively, the "Underwriter Defendants"). The Court, by Preliminary Order In Connection With Settlement Proceedings, dated September 19, 2002, has also certified the action as a class action, for purposes of the settlement with ErgoBilt and Gerard Smith, Gerald McMillan, Robert E. Faust, William Brown Glenn, Jr., Mark McMillan, W. Barton Munro, and William Weed (collectively, the "Individual Defendants"). The Class consists of: all persons who, during the period between February 3, 1997 and May 14, 1998, inclusive (the "Class Period"), purchased common stock of ErgoBilt, excluding (i) Defendants and the officers and directors of ErgoBilt, members of their immediate families (parents, spouses, siblings, and children) and their legal representatives, heirs, successors or assigns and any entity in which defendants have or had a controlling interest; (ii) Generic Trading Associates, LLC; Sherleigh Associates Inc., Profit Sharing Plan; Sherleigh Associates Inc., Defined Benefit Pension Plan; Shirley Silver, Custodian for Romy Silver; Shirley Silver, Custodian for Leigh Silver; Shirley Silver, Trustee FBO Romy I. Silver; Shirley Silver, Trustee FBO Leigh N. Silver; CTSS, Inc.; Cheetah Systems, Inc. ("Cheetah"); and the following current or former owners of Cheetah shares or options: Paul Klein, Alan Anderson, David Blanchette, Gary Robson and William Robson, and (iii) any person who purchased ErgoBilt common stock in a privately negotiated transaction with any defendant named in this litigation or any of the Released Parties (as defined below at paragraph 24).

#### **BACKGROUND OF THE LITIGATION**

11. On or about January 23, 1997, ErgoBilt issued a press release announcing that, in order to fund an acquisition, it had filed a registration statement (the "Registration Statement") with the SEC for an initial public offering of shares of ErgoBilt common stock. On or about February 3, 1997, ErgoBilt sold 1.8 million shares of common stock for total gross proceeds of \$12.6 million in its initial public offering. Throughout the Class Period, ErgoBilt was engaged in the business of developing, manufacturing, and marketing customized ergonomic office products. After the close of trading on May 14, 1998, ErgoBilt announced that its audit for the fiscal year ended February 28, 1998 was still in process and that it anticipated reporting a loss due, in part to "several accounting errors which have a material impact on previously reported quarterly results, which will be restated." In response to this announcement ErgoBilt's share price dropped precipitously.

12. The First Amended Class Action Complaint (the "Complaint") filed in the Action alleges, among other things, that defendants issued a false and misleading prospectus and the Registration Statement dated February 3, 1997 in connection with the initial public offering of ErgoBilt common stock and that defendants thereby violated Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the "Securities Act"), 15 U.S.C.

§§ 77k, 771(a)(2) and 77o. The Complaint further alleges that ErgoBilt and the Individual Defendants disseminated several press releases, public filings, and additional statements, during the period between February 3, 1997 and May 14, 1998, inclusive (the "Class Period"), which contained false and misleading statements concerning ErgoBilt's operations and financial condition, in a scheme to artificially inflate the value of ErgoBilt's securities in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "1934 Act"), and Rule 10b-5 promulgated thereunder.

13. A principal part of ErgoBilt and the Individual Defendants' alleged scheme included the overstatement of income during the Class Period. It was alleged that accurately reporting such financial information would have, among other things, prevented ErgoBilt from using its common stock as currency to complete acquisitions and to increase its credit facilities.

14. The Complaint further alleges that plaintiffs and other Class Members purchased the common stock of ErgoBilt during the Class Period at artificially inflated prices as a result of defendants' dissemination of false and misleading statements.

15. On May 3, 1999, Richard Troutman and Defendants Cruttenden Roth Incorporated and Principal Financial Securities, Inc. moved to dismiss the Complaint. The Court, by order dated May 29, 2001, dismissed the claims against Richard Troutman with prejudice. By that same order, the Court denied defendants Cruttenden Roth Incorporated's and Principal Financial Securities, Inc.'s motions to dismiss the Complaint's Section 11 claim, but did grant their motion to dismiss the Complaint's Section 12(a)(2) claim.

### **BACKGROUND TO THE SETTLEMENT**

16. The Defendants (as defined below at paragraph 24) have denied all averments of wrongdoing or liability in the Action and all other accusations of wrongdoing or violations of law. The Stipulation is not and shall not be construed or be deemed to be evidence or an admission or a concession on the part of any of the Defendants of any fault or liability or damages whatsoever, and Defendants do not concede any infirmity in the defenses which they have asserted or intended to assert in the Action.

17. Prior to entering into the Stipulation, Plaintiffs' Counsel conducted an investigation relating to the events and transactions underlying plaintiffs' claims and conducted pretrial discovery on the merits, including, *inter alia*: analysis of several thousand pages of documents, including documents produced by the Defendants; the deposition of a key non-party witness; and interviews of defendants Gerard Smith, Gerald McMillan, and Mark McMillan. Plaintiffs' Counsel's decision to enter into the Settlement was made with knowledge of the facts and circumstances underlying plaintiffs' claims and the strengths and weaknesses of those claims. In determining to settle the action, Plaintiffs' Counsel have evaluated the pre-trial investigation and discovery taken in the Action and taken into account the substantial expense and length of time necessary to prosecute the Action through trial, post-trial motions and likely appeals, taking into consideration the significant uncertainties in predicting the outcome of this complex litigation. Plaintiffs' Counsel believe that the Settlement described herein confers substantial benefits upon the Class and based upon their consideration of all of these factors, have concluded that it is in the best interest of plaintiffs and the Class to settle the action as against the Defendants on the terms described herein.

18. Plaintiffs recognized the uncertainty and the risk of the outcome of any litigation, especially complex litigation such as this, and the difficulties and risks inherent in the trial of such an action. Plaintiffs desired to settle the claims of the Class against Defendants on the terms and conditions described herein, which provide substantial benefits to the Class. Plaintiffs' Counsel believe such settlement to be fair, reasonable and adequate, and in the best interests of the members of the Class.

19. The Defendants, while continuing to deny all allegations of wrongdoing or liability whatsoever, desired to settle and terminate all existing or potential claims against them, without in any way acknowledging any fault or liability.

20. The amount of damages, if any, that Plaintiffs could prove was a matter of serious dispute, and the Settlement's use of a Recognized Claim formula for distributing the Settlement proceeds does not constitute a finding, admission or concession that provable damages could be measured by the Recognized Claim formula. No determination has been made by the Court as to liability or the amount, if any, of damages suffered by the Class, nor on the proper measure of any such damages. The determination of damages, like the determination of liability, is a complicated and uncertain process, typically involving conflicting expert opinions. During the course of the Action, Defendants, in addition to denying any liability, disputed that plaintiffs and the Class were damaged by any wrongful conduct on defendants' parts. The Settlement herein is providing an immediate and substantial cash benefit and avoids the risks that liability or damages might not have been proven at trial.

21. THE COURT HAS NOT DETERMINED THE MERITS OF THE PLAINTIFFS' CLAIMS NOR THE DEFENSES THERETO. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RECOVERY COULD BE HAD IN ANY AMOUNT IF THE ACTION WERE NOT SETTLED.

### **TERMS OF THE SETTLEMENT**

22. In full and complete settlement of the claims that have or could have been asserted in this action as against the Defendants, and subject to the terms and conditions of the Stipulation, Defendants ErgoBilt, Gerard Smith, Gerald McMillan, Robert E. Faust, William Brown Glenn, Jr., Mark McMillan, W. Barton Munro, and William Weed have paid into escrow on behalf of Plaintiffs and the Class \$3,040,000, which has been earning interest for the benefit of the Class since October 6, 2000. In addition, Defendants Cruttenden Roth Incorporated and Principal Financial Securities, Inc. have paid into escrow on behalf of Plaintiffs and the Class \$180,000.

23. Pursuant to the Settlement, and on the Effective Date (defined below at paragraph 28), plaintiffs and members of the Class on behalf of themselves, their heirs, executors, administrators, successors and assigns, and any persons they represent, shall release and forever discharge, and shall forever be enjoined from prosecuting the Released Parties with respect to each and every Settled Plaintiffs' Claim (defined below at paragraph 25).

24. The "Defendants" include the following, each of whom will be released from all claims relating to the allegations in the Complaint or to any purchase of common stock of ErgoBilt during the Class Period: (1) ErgoBilt; (2) Gerard Smith; (3) Gerald McMillan; (4) Robert E. Faust; (5) William Brown Glenn, Jr.; (6) Mark McMillan; (7) W. Barton Munro; (8) William Weed; (9) Cruttenden Roth Incorporated; and (10) Principal Financial Securities, Inc. The Settlement will release all Class Members' claims against each of the Defendants, and each of their current and former officers, directors, employees and agents, accountants, financial advisors, insurers, reinsurers and attorneys and all professionals advising the Defendants in their capacities as such (collectively, the "Released Parties").

25. "Settled Plaintiffs' Claims" means all known and unknown claims of the Plaintiffs and all Class Members against the Released Parties, including: (a) all federal statutory and common law claims, including but not limited to claims under the Securities Act and the Exchange Act; and (b) all state statutory and common law claims, including but not limited to, state securities law claims, claims under the law of fraud and deceit, false advertising and unfair competition claims, claims sounding in negligence, and claims that have been asserted in the Complaint or that could have been asserted in the Complaint and arise out of the subject matter of the Complaint. Notwithstanding the foregoing sentence, Settled Plaintiffs' Claims does not include, and the settlement will not release or discharge, any claims, rights, demands, causes of action, suits, matters, and issues arising out of the purchase of ErgoBilt products or the products of its subsidiaries or predecessors.

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

27. The Stipulation provides that ErgoBilt may withdraw from and terminate the Settlement with respect to ErgoBilt and the Individual Defendants in the event that in excess of a certain amount of claimants exclude themselves from the Class. A decision by ErgoBilt to withdraw and terminate the Settlement shall not terminate the Settlement as between Plaintiffs, the Class and the Underwriter Defendants, which Settlement terms are severable and may be approved separately from the terms of the Settlement with respect to ErgoBilt and the Individual Defendants.

28. The Settlement will become effective at such time as Orders entered by the Court approving the Settlement shall become final and not subject to appeal (the "Effective Date").

#### **ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS**

29. The \$3,220,000 Cash Settlement Amount and the interest earned thereon shall be the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, fees and expenses (the "Net Settlement Fund") shall be distributed to members of the Class who submit acceptable Proofs of Claim ("Authorized Claimants").

30. The Claims Administrator shall determine each Authorized Claimant's pro rata share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim."

31. An Authorized Claimant's "Recognized Claim" shall mean the difference, if any, between the amount paid for ErgoBilt common stock during the Class Period (including brokerage commissions and transaction charges), and the sum for which said shares were sold at a loss on or before May 14, 1998. As to those shares which an Authorized Claimant continued to hold as of the close of trading on May 14, 1998, Recognized Claim shall mean the difference, if any, between the amount paid for each such share purchased during the Class Period and \$3.03125 per share (the closing price of said shares on May 15, 1998). Transactions resulting in a gain shall not be included.

32. Each Authorized Claimant shall be allocated a pro rata share of the Net Settlement Fund based on his, her or its Recognized Claim compared to the Total Recognized Claims of all Authorized Claimants.

33. Class Members who do not submit acceptable Proofs of Claim will not share in the settlement proceeds. Class Members who do not either file a request for exclusion or submit acceptable Proofs of Claim will nevertheless be bound by the judgment and the Settlement.

34. After the Court has finally approved the Settlement, checks will be distributed to Authorized Claimants after all claims have been processed. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Class Members who have cashed their checks and who would receive at least \$10.00 from such re-distribution. If after six months after such re-distribution any funds shall remain in the Net Settlement Fund, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Plaintiffs' Lead Counsel.

#### **THE RIGHTS OF CLASS MEMBERS**

35. If you purchased common stock of ErgoBilt during the period from February 3, 1997 through and including May 14, 1998, and you are not excluded by the definition of the Class, then you are a Class Member. Class Members have the following options pursuant to Rule 23 (c) (2) of the Federal Rules of Civil Procedure:

(a) If you wish to remain a member of the Class, you may share in the proceeds of the Settlement, provided that you submit an acceptable Proof of Claim. Class Members will be represented by the Plaintiffs and their 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 on or before November 8, 2002, and must serve copies of such appearance on the attorneys listed in paragraph 43 below.

(b) If you do not wish to remain a member of the Class, you may exclude yourself from the Class by following the instructions in paragraph 41 below. Persons who exclude themselves from the Class will **NOT** receive any share of the Settlement proceeds and will not be bound by the Settlement.

(c) If you object to the Settlement or any of its terms, to Plaintiffs' Counsel's application for fees and expenses, and/or to Lead Plaintiff Keith Dartley's application for compensation, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in paragraph 43 below.

### **FILING AND PROCESSING OF PROOFS OF CLAIM**

36. TO BE ELIGIBLE TO RECEIVE ANY DISTRIBUTION FROM THE SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THE ACCOMPANYING PROOF OF CLAIM AND RELEASE FORM AND SEND IT BY PREPAID FIRST CLASS MAIL POSTMARKED ON OR BEFORE DECEMBER 20, 2002, ADDRESSED AS FOLLOWS:

In re ErgoBilt Securities Litigation  
c/o Gilardi & Co. LLC  
Claims Administrator  
P.O. Box 5100  
Larkspur, CA 94977-5100

37. IF YOU DO NOT SUBMIT A PROPER PROOF OF CLAIM FORM, YOU WILL NOT BE ENTITLED TO ANY SHARE OF THE SETTLEMENT FUND.

38. IF YOU ARE A CLASS MEMBER AND YOU DO NOT PROPERLY EXCLUDE YOURSELF FROM THE CLASS, YOU WILL BE BOUND BY THE SETTLEMENT AND THE FINAL JUDGMENT OF THE COURT DISMISSING THIS ACTION, EVEN IF YOU DO NOT SUBMIT A PROOF OF CLAIM. IF YOU EXCLUDE YOURSELF, YOU WILL NOT BE BOUND BY THE JUDGMENT BUT YOU WILL NOT BE ENTITLED TO ANY SHARE OF THE SETTLEMENT FUND.

39. All Proofs of Claim must be submitted by the date specified in this Notice unless such period is extended by Order of the Court.

40. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Northern District of Texas, Dallas Division with respect to his, her, or its claim.

### **EXCLUSION FROM THE SETTLEMENT**

41. Each Class Member shall be bound by all determinations and judgments in this action concerning the Settlement, whether favorable or unfavorable, unless such person shall mail, by first class mail, a written request for exclusion from the Class, postmarked no later than November 8, 2002, addressed to ErgoBilt Securities Litigation Exclusions, c/o Gilardi & Co. LLC, P.O. Box 5100, Larkspur, CA 94977-5100. No person may exclude himself from the Class after that date. In order to be valid, each such 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 ErgoBilt Securities Litigation, Civil Action No.3:98-CV-1442-M" and must be signed by such person or entity. Persons and entities requesting exclusion are requested to also provide the following information: their telephone number, the number(s) of shares of ErgoBilt common stock purchased during the Class Period and the price(s) paid therefor, the number(s) of shares of ErgoBilt common stock sold during the Class Period and the amount(s) received therefor, and the number of shares of ErgoBilt common stock still owned as of the close of trading on May 14, 1998.

### **SETTLEMENT FAIRNESS HEARING**

42. At the Settlement Fairness Hearing, the Court will determine whether to finally approve the Settlement and dismiss the Action and the claims of the Class Members as against the Defendants. The Court will also determine whether the Plan of Allocation for the Settlement proceeds is fair and reasonable. The Settlement Fairness Hearing may be adjourned from time to time by the Court without further written notice to the Class. If the Settlement is approved, the Court will also consider the application of Plaintiffs' Counsel for attorneys' fees.

43. At the Settlement Fairness Hearing, any Class Member who has not properly filed a Request for Exclusion from the Class may appear in person or by counsel and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness and adequacy of the Settlement, the Plan of Allocation, the application for an award of attorneys' fees and reimbursement of expenses, and/or the application of Lead Plaintiff Keith Dartley's for compensation for the time he expended and expenses he incurred in the litigation directly relating to the representation of the Class, provided, however, that in no event shall any person be heard in opposition to the Settlement, the Plan of Allocation, Plaintiffs' Counsel's application for attorneys' fees and expenses, and/or Lead Plaintiff Keith Dartley's application for compensation, and in no event shall any paper or brief submitted by any such person be accepted or considered by the Court, unless, on or before November 8, 2002, such person: (a) files with the Clerk of the Court notice of such person's intention to appear, showing proof of such person's membership in the Class and providing a statement that indicates the basis for such opposition, along with any documentation in support of such objection; and (b) simultaneously serves copies of such notice, proof, statement and documentation, together with copies of any other papers or briefs such person files with the Court, in person or by mail upon:

Robert A. Wallner, Esq.  
MILBERG WEISS BERSHAD  
HYNES & LERACH LLP  
One Pennsylvania Plaza  
New York, New York 10119-0165  
(212) 594-5300

Plaintiffs' Lead Counsel:

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2029 Century Park East, 18th Floor  
Los Angeles, California 90067  
(310) 556-5800

Attorneys for Defendant  
Cruttenden Roth Incorporated

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1700 Pacific Avenue, Suite 4100  
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W. Barton Munro and William Weed and Mark McMillan

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UNGARETTI & HARRIS  
3500 Three First National Plaza  
Chicago, Illinois 60602  
(312) 977-4400

Attorneys for Defendant  
Principal Financial Securities, Inc.

#### **ATTORNEYS' FEES AND DISBURSEMENTS**

44. At the Settlement Hearing or at such other time as the Court may direct, Plaintiffs' Counsel intend to apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not greater than one-third (33-1/3%) of the Gross Settlement Fund and for reimbursement of their expenses up to a maximum amount of \$100,000, plus interest at the same rate as earned by the Settlement Fund. Plaintiffs' Counsel, without further notice to the Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Class.

#### **FURTHER INFORMATION**

45. For a more detailed statement of the matters involved in this Action, reference is made to the pleadings, to the Stipulation, to the Orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the Northern District of Texas, Dallas Division, United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242, during regular business hours.

46. ALL INQUIRIES CONCERNING THIS NOTICE OR THE PROOF OF CLAIM FORM BY CLASS MEMBERS SHOULD BE MADE TO THE CLAIMS ADMINISTRATOR IN WRITING AT THE ADDRESS INDICATED BELOW.

#### **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

47. If you purchased ErgoBilt common stock during the period between February 3, 1997 and May 14, 1998, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, within seven days of your receipt of this Notice, you either: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such stock during such time period; or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

In re ErgoBilt Securities Litigation  
c/o Gilardi & Co. LLC  
Claims Administrator  
P.O. Box 5100  
Larkspur, CA 94977-5100  
(800) 447-7657  
[www.gilardi.com](http://www.gilardi.com)

Dated: Dallas, Texas  
October 4, 2002

By Order of the Court  
CLERK OF THE COURT