

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
(Tampa Division)**

IN RE SEAVIEW VIDEO TECHNOLOGY, INC.
SECURITIES LITIGATION

Case No. 01-CV-957-T-26EAJ

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF
CLASS ACTION AND SETTLEMENT HEARING**

TO: ALL PERSONS AND ENTITIES WHO PURCHASED THE COMMON STOCK OF SEAVIEW VIDEO TECHNOLOGY, INC. (FORMERLY KNOWN AS SEAVIEW UNDERWATER RESEARCH, INC.) ("SEAVIEW" OR THE "COMPANY"), FROM MARCH 30, 2000 THROUGH MARCH 19, 2001, INCLUSIVE (THE "CLASS")

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLAINTIFFS AND DEFENDANTS HAVE AGREED TO A SETTLEMENT OF THE LITIGATION WHICH PROVIDES FOR BENEFITS TO ALL MEMBERS OF THE CLASS (AS DEFINED IN PARAGRAPH 14 BELOW) IF THE SETTLEMENT IS APPROVED BY THE COURT.

THE SETTLEMENT WILL CONSIST OF SIX MILLION (6,000,000) SHARES OF SEAVIEW COMMON STOCK ("SETTLEMENT SHARES"):

1. 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 Middle District of Florida, dated December 17, 2002, that a hearing will be held before the Honorable Richard A. Lazzara in Courtroom No. 15B of the United States District Court for the Middle District of Florida, U.S. Courthouse, 801 North Florida Avenue, Tampa, FL 33602, at 9:00 a.m. on May 2, 2003 (the "Settlement Hearing"): (i) to determine whether the proposed settlement (the "Settlement") of the above-captioned litigation (the "Action") between plaintiffs Christopher Henry and Robert Tarjan (collectively, "Plaintiffs"), and defendants Seaview Video Technology, Inc., the Estate of Richard McBride and James R. Cox (collectively, "Defendants") in the Action, as set forth in the Stipulation of Settlement Between Plaintiffs and Defendants dated December 13, 2002 (the "Stipulation") is fair, reasonable and adequate; (ii) to determine whether final judgment should be entered thereon dismissing the Action on the merits as to Defendants with prejudice and without costs; (iii) to determine whether the Plan of Allocation of the Settlement Shares (as described below) is fair, reasonable, and adequate; and (iv) for purposes of awarding attorneys' fees, costs and disbursements.

SUMMARY OF SETTLEMENT

2. Statement of Recovery: The Settlement will result in issuance of 6,000,000 shares of SeaView common stock (the "Settlement Shares") to be distributed to the Class. In addition, the Settlement will result in the payment by Defendants of up to \$125,000 in costs and expenses incurred by Plaintiffs in the Action, as well as the costs of notice and administration of the Settlement. The average recovery per share depends on a number of variables including the number of shares affected, the amount of price inflation per share, the trading price of the Settlement Shares, and the number of claims filed and accepted. Plaintiffs estimate that there were approximately 2.5 million shares of SeaView common stock traded during the Class Period (as defined below) that may have been damaged as a result of the alleged wrongdoing described below. The value of the settlement recovery fluctuates with the value of SeaView stock. Plaintiffs estimate that the average recovery per damaged share of SeaView common stock under the Settlement is approximately \$0.19 per damaged share as of October 31, 2002, before deduction of Court-awarded attorneys' fees and expenses, and may be higher or lower depending on the trading price of SeaView stock. Depending on the number of claims submitted and when during the Class Period a Class Member purchased and sold his or her shares of SeaView common stock, an individual Class Member may receive more or less than this average amount. This Settlement reflects the realities of the limited resources of the Defendants, and their demonstrated inability to pay a substantially larger recovery.

3. Under the relevant securities laws, a claimant's recoverable damages are limited to the losses attributable to the alleged fraud. Losses that resulted from factors other than the alleged fraud are not compensable from the Settlement Shares. For purposes of the Settlement herein, a Class Member's distribution from the Settlement Shares will be governed by the proposed Plan of Allocation described below at paragraphs 31-37, or such other Plan of Allocation as may be approved by the Court.

4. A detailed explanation of how each Class Member's claim will be calculated is set forth in the Plaintiffs' proposed Plan of Allocation which appears at paragraphs 31-37 below.

5. Statement of Attorneys' Fees and Costs Sought: Plaintiffs' Counsel intend to apply for an award of attorneys' fees from the Court to be paid from the Settlement Shares in an amount not to exceed 33 1/3% of the Settlement Shares, or approximately \$0.06 per damaged share. Plaintiffs' Counsel intend to apply for a separate award of costs incurred in prosecuting the Action. Plaintiffs' Counsel have received no other consideration for prosecution of the Action.

6. Statement of Potential Outcome: If the Class prevailed on each claim alleged under the Securities Exchange Act of 1934, Plaintiffs' Counsel estimate that the average amount of potential damages per share would be approximately \$0.61. Defendants disagree with this estimate, and dispute that the Class would prevail upon any claim absent a settlement.

7. Purpose of Notice: The purpose of this Notice is to inform you of the proposed Settlement of a class action and of a Settlement Hearing at which approval by the Court of the proposed Settlement will be sought. If you are a Class Member, this Settlement may affect certain of your legal rights.

8. Reasons for Settlement: Plaintiffs and Plaintiffs' Counsel believe that the Settlement is fair, reasonable, and adequate to members of the Class. They have reached this conclusion after considering the immediate recovery to the Class, the uncertainty of the outcome of further litigation, the limited resources of the Defendants, and the ability of the Defendants to withstand a judgment against them in the absence of this Settlement. Plaintiffs' Counsel consider that there was a substantial risk that Plaintiffs and the Class might not have prevailed on all their claims at trial and that there were risks that the decline in the price of SeaView common stock could be attributed, in whole or in part, to other factors. Therefore, Plaintiffs could have recovered nothing or substantially less than the value of the Settlement Shares.

9. Further Information: For further information regarding this Settlement, contact the claims administrator or attorneys identified in paragraph 42, below.

BACKGROUND OF THE ACTION

10. On May 17, 2001, a class action was filed in this Court entitled *Scheuer v. SeaView Video Technology, Inc., et al.*, Case No. 8:01-CV-957-T-26EAJ, on behalf of the named plaintiff and all others similarly situated. Subsequently, other similar class actions were filed. By order of the Court, these various class actions were consolidated on July 24, 2001 under the caption *In re SeaView Video Technology, Inc. Securities Litigation*, Case No. 01-CV-957-T-26EAJ. Plaintiffs in the Action filed a Consolidated Amended Complaint on December 17, 2001 (the "Complaint").

11. The Complaint asserts claims for violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, 15 U.S.C. §§ 78j(b) and 78t, and Rule 10b-5 promulgated thereunder by the Securities and Exchange Commission, 17 C.F.R. 240.10b-5, and violations of state law (the "Class Claims"). The Class Claims contained in the Complaint were asserted on behalf of all persons and entities who purchased the common stock of SeaView from March 30, 2000 through March 19, 2001, inclusive (the "Class Period").

12. The Class Claims relate primarily to the alleged artificial inflation of SeaView's stock price during the Class Period, which was allegedly caused by SeaView's issuance of false financial statements. On April 16, 2001, SeaView announced that it would restate its financial results for its second and third fiscal quarters of 2000. Plaintiffs allege that as a result of SeaView's dissemination of allegedly false and misleading statements relating to its financial condition during the Class Period, the market price of SeaView's common stock was artificially inflated, thereby causing damages to Class Members.

13. The Defendants have each vigorously denied all liability and all allegations of wrongdoing in the Action and have denied, and continue to deny, that they are liable to the Plaintiffs or the Class. Defendants have not conceded any infirmity in the defenses they had intended to assert in the Action, nor have they waived any such defenses.

THE CLASS

14. Pursuant to the Stipulation of Settlement, a plaintiff Class (the "Class") has been preliminarily certified, consisting of all persons and entities who purchased the common stock of SeaView from March 30, 2000 through March 19, 2001, inclusive. The Class is limited to those who were damaged by their purchases during the above-referenced periods. The Class specifically excludes SeaView, its officers and directors, any and all of its subsidiaries and affiliates, the Individual Defendants, and the immediate families of any excluded person, any entities in which any of the Defendants have a controlling interest, and the legal representatives, heirs, successors-in-interest, or assigns of any excluded party. For the purposes of this Settlement, the period March 30, 2000 through March 19, 2001, inclusive is referred to herein as the "Class Period."

FACTORS LEADING TO THE PROPOSED SETTLEMENT

15. Plaintiffs, through their counsel, have made a thorough investigation into the facts and circumstances relevant to this Action, including analyses of documents produced by Defendants. In connection with that investigation, they have considered the expense and substantial additional length of time necessary to prosecute this Action against the Defendants through trial; the uncertainties of the outcome of this complex litigation; the limited funds available; and the immediate benefit to the Class provided by the proposed Settlement. Based upon these considerations, Plaintiffs and their counsel have concluded that it is in the best interests of the Plaintiffs and the Class to settle this Action on the terms set forth in the Stipulation.

16. The Defendants, while denying all wrongdoing of any kind and denying any liability to Plaintiffs or the Class, and relying on the provisions of the Stipulation that the proposed Settlement shall in no event be construed or deemed to be evidence, or an admission, or a concession on the part of Defendants of any fault or liability whatsoever, and without conceding any infirmity in the defenses they have asserted or intended to assert in the Action, consider it desirable that this Action be dismissed with regards to them on the terms set forth in the Stipulation and as discussed herein in order to avoid further expense, to dispose of burdensome and protracted litigation and to terminate all controversy concerning the Action.

17. Plaintiffs and the Defendants, by their respective counsel, conducted arms-length settlement negotiations over many months, the results of which is the Settlement described herein and set forth more fully in the Stipulation. It was concluded that a Settlement which represented an immediate benefit is in the best interests of the Class.

TERMS OF THE SETTLEMENT

18. In full settlement of the Action, the Defendants will pay a total of 6,000,000 shares of SeaView common stock, plus the costs incurred by Plaintiffs in the prosecution of this Action and the costs of notice and administration of the Settlement, up to \$125,000, for the benefit of the Class. The Settlement Shares will not be distributed to Class Members unless the Settlement is approved by the Court and until claims are fully reviewed and the Court issues an Order authorizing distribution to the Class, which may take months after the deadline for submission of Proof of Claim forms.

19. The consideration for the Settlement is the entry by the Court of an Order and Final Judgment which will dismiss with prejudice all Released Claims against the Released Persons, which consists of the Defendants and their respective heirs, executors and assigns. The Order and Final Judgment will bar and permanently enjoin Plaintiffs and each Class Member (with the exception of those who request exclusion from the Class by April 8, 2003 in the manner described herein), whether or not such Class Member has submitted a Proof of Claim, from prosecuting the Released Claims, as defined below, and any such Class Member shall be conclusively deemed to have fully, finally and forever released, relinquished and discharged any and all such Released Claims against the Released Persons.

20. As used herein, "Released Claims" means all actual and potential claims, liabilities, demands, causes of action, or lawsuits by each and every Class Member against any and all Released Persons, whether legal, equitable, statutory or of any other type or form, and which were brought or potentially could have been brought in an individual, representative or any other capacity, that relate to or arise out of the events, acts, or omissions alleged in the Action against the Defendants.

21. Upon approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Settlement Shares will be distributed as follows:

(a) To pay Out-of-Pocket expenses in connection with providing Notice to the members of the Class and administering the Settlement on behalf of the Class if such expenses exceed in total \$125,000;

(b) To pay Plaintiffs' Counsels' attorneys' fees if and to the extent allowed by the Court; and

(c) Subject to the approval by the Court of the Plan of Allocation, as set forth in ¶¶ 31-37, below, the balance of the Settlement Shares shall be distributed in accordance with the Plan of Allocation to Class Members who do not timely exercise their right to opt out of the Class and who submit valid, timely Proofs of Claim ("Authorized Claimants").

APPLICATIONS FOR ATTORNEYS' FEES, COSTS AND DISBURSEMENTS

22. Counsel for the Plaintiffs ("Plaintiffs' Counsel") shall apply to the Court for an award of attorneys' fees in an amount not to exceed 33 1/3% of the Settlement Shares, and for reimbursement of their litigation costs and disbursements from a Costs Fund established by Defendants. To the extent so approved by the Court, the Settlement Shares will be reduced by such attorneys' fees, and expenses which exceed the Costs Fund. Any attorneys' fees will be paid entirely from the Settlement Shares, subject to Court approval. Any costs and disbursements awarded will be paid first from a Costs Fund established by Defendants. Should the costs and disbursements awarded, plus the costs of notice and administration of the Settlement, exceed in total \$125,000 to be paid by Defendants, the Settlement Shares will be reduced by any excess amount.

23. Only members of the Class will share in the distribution of the Settlement Shares. As a condition of the Settlement, each person claiming to be an Authorized Claimant shall be required to submit a separate Proof of Claim no later than July 3, 2003 to the address set forth in the attached Proof of Claim form. Unless otherwise ordered by the Court, any Class Member who fails to submit a Proof of Claim by July 3, 2003 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 judgment entered and the releases given to the Defendants.

24. The Proof of Claim, which is enclosed herewith, includes a general release of the Defendants. Extra copies of the Proof of Claim can be obtained from the Claims Administrator at the address noted in Paragraph 42 below.

25. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Class Member on equitable grounds. The Court also reserves the right to modify the Plan of Allocation without further notice to the Class. Payment pursuant to the Plan of Allocation attached hereto shall be conclusive against all Authorized Claimants.

EXCLUSIONS FROM THE CLASS/OBJECTIONS TO THE SETTLEMENT

26. A member of the Class will be bound by the proposed Settlement provided for in the Stipulation, in the event it is approved by the Court, and by any judgment or determination of the Court affecting the Class in the Action, unless such member shall mail by first-class mail a written request for exclusion from the Class, postmarked on or prior to April 8, 2003, to the Clerk of the Court, with a copy mailed to the Claims Administrator at the address identified in paragraph 42 herein and counsel identified in paragraph 28 herein. Such request for exclusion must state: (a) the name, address and telephone number of the person seeking exclusion, (b) the title and case number of this Action, (c) a statement requesting exclusion from the Class, (d) the number of shares of SeaView common stock purchased and/or sold during the Class Period and the date(s) of each such purchase and sale, and (e) the name and address of the person in whose name the stock is or was registered. The request must be signed by the person requesting exclusion. A request for exclusion shall not be effective unless it is made in the manner and within the time set forth in this paragraph. If a member of the Class requests to be excluded, such Class Member will not receive any benefit provided for in the Stipulation in the event it is approved by the Court, meaning he will not receive any distribution from the Settlement Shares, or participate further in the Action.

27. Any member of the Class who does not request exclusion in the manner provided for herein may, but need not, enter an appearance in this Action at his own cost through counsel of his own choice. If he does not enter an appearance, he will be represented by the attorneys for the Plaintiffs in the Action as set forth in the Stipulation.

28. Any member of the Class who has not requested exclusion from the Class as set forth in paragraph 26 above, may appear at the Settlement Hearing in person or through counsel and be heard as to why the proposed Settlement of the Action should or should not be approved as fair, reasonable and adequate, why a judgment should or should not be entered thereon, and why all Plaintiffs' Counsel should or should not be awarded attorneys' fees, costs, and disbursements as requested; *provided, however*, that no member of the Class shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the judgment to be entered thereon approving the same, or the fees, costs, disbursements and any payments requested, unless on or before April 25, 2003, that person has served, by hand or first-class mail, written objections and copies of any supporting papers and briefs (which must contain proof of membership in the Class) upon Plaintiffs' Lead Counsel:

Steven J. Toll
Mark S. Willis
COHEN, MILSTEIN, HAUSFELD & TOLL
1100 New York Avenue, N.W.
West Tower, Suite 500
Washington, D.C. 20005-3934

and upon counsel for the Defendants:

James M. Landis
Martin A. Traber
FOLEY & LARDNER
100 North Tampa Street
Suite 2700
Tampa, FL 33601-3391

and has filed said objections, papers and briefs, showing due proof of service upon Plaintiffs' Counsel and Defendants' counsel with the Clerk of the United States District Court for the Middle District of Florida, US Courthouse, 801 North Florida Avenue, Tampa, FL 33602.

29. Any member of the Class who objects to the Settlement but does not submit an objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement or Plaintiffs' Counsels' application for fees, costs and disbursements.

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

PLAN OF ALLOCATION OF SETTLEMENT PROCEEDS AMONG CLASS MEMBERS

31. The Settlement Shares shall be distributed to members of the Class who submit acceptable Proofs of Claim (*i.e.*, Authorized Claimants).

32. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Settlement Shares based upon each Authorized Claimant's "Recognized Claim." The Recognized Claim formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Settlement Shares will be proportionately allocated to the Authorized Claimants.

33. An Authorized Claimant's "Recognized Claim" shall mean the amount determined in accordance with the following:

(a) for each share of SeaView common stock purchased on the open market from March 30, 2000 through March 19, 2001, inclusive which an Authorized Claimant continued to hold as of the close of trading on March 19, 2001 (the end of the Class Period), the Recognized Claim shall be equal to \$0.61 for each share of SeaView common stock purchased;

(b) for each share of SeaView common stock purchased on the open market during the Class Period which an Authorized Claimant sold at a loss prior to the close of trading on March 19, 2001, the Recognized Claim shall be equal to the lesser of (i) \$0.61 or (ii) the difference, if a loss, between the purchase price paid per share and the proceeds received on sale per share. Sales will be matched against purchases on a first-in, first-out basis.

34. Shares "transferred into", "delivered into" or "received into" the claimant's account shall NOT be considered as purchased shares unless claimant submits documents supporting that the original purchase of the shares occurred during the Class Period. Also, shares purchased and subsequently "transferred out" or "delivered out" of claimant's account will NOT be considered part of claimant's claim, as the right to file for those shares belongs to the person or party receiving the shares.

35. Each Authorized Claimant shall be allocated a *pro rata* share of the Settlement Shares based on his, her or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. Shares will be rounded to the nearest whole number.

36. Class Members who do not submit acceptable Proofs of Claim will not share in the settlement proceeds. Class Members who do not submit an acceptable Proof of Claim will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

37. Settlement Shares will be distributed to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any shares remain of the Settlement Shares, 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 Settlement Shares receive such distribution, any balance remaining of the Settlement Shares nine (9) months after the initial distribution of such shares shall be re-distributed to Class Members who have received their distributions and who would receive shares valued at at least \$10.00 from such re-distribution. If after six months after such re-distribution any shares shall remain of the Settlement Shares, then such balance shall be contributed to The Legal Aid Society.

RELEASES

38. Pursuant to the Stipulation, and subject only to the final approval of the Settlement by the Court, the Plaintiffs, in their representative capacities and each Class Member and their respective heirs, executors, administrators, representatives, agents, successors and assigns shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished and discharged the Released Persons of and from any and all Released Claims, whether or not such Class Member executes and delivers the Proof of Claim.

39. Pursuant to the Stipulation, and subject only to the final approval of the Settlement by the Court, the Released Persons shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished and discharged the Plaintiffs, all Class Members and Plaintiffs' Counsel of and from any and all claims arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

40. If you purchased SeaView common stock from March 30, 2000 through March 19, 2001, inclusive for the beneficial interest of a person or entity other than yourself, you are requested promptly to provide the name and last known address of each person or organization for whom or which you effected such purchases. The information should be sent in writing to:

SEAVIEW VIDEO TECHNOLOGY SECURITIES LITIGATION
Claims Administrator
c/o Heffler, Radetich & Saitta L.L.P.
P.O. Box 58190
Philadelphia, PA 19102-8190

Upon receipt of such information, copies of this Notice will be sent to each beneficial owner so designated. Alternatively, you may request, in writing, additional copies of this Notice and you may mail the Notice directly to the beneficial owners of the securities referred to herein. You may request reimbursement for reasonable costs expended in complying with this request.

EXAMINATION OF PAPERS AND INQUIRIES

41. The foregoing is only a summary of the Action and the proposed Settlement, and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to the pleadings, the Stipulation and 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 Middle District of Florida, US Courthouse, 801 North Florida Avenue, Tampa, FL 33602, during regular business hours of each business day.

42. All inquiries by members of the Class pertaining to the Class Claims should be directed to:

(a) For inquiries regarding the claims process, the Proof of Claim, or other inquiries concerning the form of the Settlement, contact:

SEAVIEW VIDEO TECHNOLOGY SECURITIES LITIGATION
Claims Administrator
c/o Heffler, Radetich & Saitta L.L.P.
P.O. Box 58190
Philadelphia, PA 19102-8190

(b) For inquiries regarding the Action, the terms of the Settlement, or other inquiries concerning the substance of the Settlement, contact:

Steven J. Toll
Mark S. Willis
COHEN, MILSTEIN, HAUSFELD & TOLL
1100 New York Avenue, N.W.
West Tower, Suite 500
Washington, D.C. 20005-3934

Inquiries should *not* be directed to counsel for Defendants, the Clerk of the Court or to the Judge.

43. All proceedings with respect to the Settlement described by this Notice and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

Dated: February 27, 2003

Clerk of the Court
United States District Court
Middle District of Florida

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
(Tampa Division)**

IN RE SEAVIEW VIDEO TECHNOLOGY, INC.
SECURITIES LITIGATION

Case No. 01-CV-957-T-26EAJ

PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION: JULY 3, 2003.

IF YOU PURCHASED THE COMMON STOCK OF SEAVIEW VIDEO TECHNOLOGY, INC. ("SEAVIEW" OR THE "COMPANY"), FROM MARCH 30, 2000 THROUGH MARCH 19, 2001, INCLUSIVE AND ALLEGEDLY SUFFERED DAMAGES THEREBY, YOU ARE A "CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE CLASS ARE SEAVIEW, ITS OFFICERS AND DIRECTORS, ANY AND ALL OF ITS SUBSIDIARIES AND AFFILIATES, THE INDIVIDUAL DEFENDANTS, AND THE IMMEDIATE FAMILIES OF ANY EXCLUDED PERSON, ANY ENTITIES IN WHICH ANY OF THE DEFENDANTS HAVE A CONTROLLING INTEREST, AND THE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS-IN-INTEREST, OR ASSIGNS OF ANY EXCLUDED PARTY.)

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN JULY 3, 2003 TO THE FOLLOWING ADDRESS:

SEAVIEW VIDEO TECHNOLOGY SECURITIES LITIGATION
CLAIMS ADMINISTRATOR
C/O HEFFLER, RADETICH & SAITTA L.L.P.
P.O. BOX 58190
PHILADELPHIA, PA 19102-8190

YOUR FAILURE TO SUBMIT YOUR CLAIM BY JULY 3, 2003 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY DISTRIBUTION IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. ALL CLAIMS MUST BE RECEIVED ON THE COURT APPROVED CLAIM FORM.

i. I purchased the common stock of SeaView Video Technology, Inc. ("SeaView") during the period from March 30, 2000, through March 19, 2001, inclusive (the "Class Period"). (Do not submit this Proof of Claim if you did not purchase SeaView common stock during the period described above).

ii. By submitting this Proof of Claim, I state that I believe in good faith that I am a Class Member as defined above and in the Notice of Pendency and Proposed Settlement of Class Action and Settlement Hearing (the "Notice"), or am acting for such person; that I am not a Defendant in the Action or anyone excluded from the Class; that I have read and understand the Notice; that I believe that I am entitled to receive a portion of the Settlement Stock; that I elect to participate in the proposed Settlement described in the Notice; and that I have not filed a request for exclusion. [If you are acting in a representative capacity on behalf of a Class Member (e.g., as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.]

iii. I have set forth where requested below all relevant information with respect to each purchase of SeaView common stock during the Class Period, and each sale, if any, of such securities.

iv. I have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, relevant portions of my tax returns or other documents evidencing each purchase, sale and retention (beginning and ending balances) of SeaView common stock listed below in support of my claim. IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.

v. I understand that the information contained in this Proof of Claim is subject to such verification as the Court may direct, and I agree to cooperate in any such verification.

vi. Upon the occurrence of the Effective Date (as defined in the Notice) my signature hereto will constitute a full and complete release, remise and discharge by me or, if I am submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by my, its, his, her or their heirs, executors, administrators, successors, and assigns of each of the "Released Persons" of all "Released Claims," as defined in the Notice.

vii. **STATEMENT OF CLAIM**

Beneficial Owner's Name: (First, Middle, Last)

Joint Owner's Name: (if any)

--	--	--	--

*If you are a bank or other institution filing on behalf of a third-party, and an account number is required to identify the claimant for your records, indicate that account number here: _____

Street Address:

City:

--	--	--	--

Foreign Province:

--	--	--	--

State:

Zip Code:

 -

Foreign Country:

Area Code:

Telephone No. (Day):

 -

Area Code:

Telephone No. (Night):

 -

Social Security Number: (for Individuals)

--	--	--	--	--	--	--	--

OR

Employer Identification Number: (for Corporations, Trusts, etc.)

--	--	--	--	--	--	--	--

Claimant Is:

Individual
 IRA Account
 Estate
 Trustee/Custodian
 Corporation
 Other (Specify) _____
 Joint Tenants in (____ Common or ____ Entirety)

Record Owner's Name: (if different from Beneficial Owner listed above)

--	--	--	--

viii. At the close of business on March 29, 2000, I owned _____ shares of SeaView common stock.

ix. I made the following purchases of SeaView common stock during the period **MARCH 30, 2000 THROUGH MARCH 19, 2001, INCLUSIVE.**

Trade Date(s) of Purchase (List Chronologically) Month / Day / Year	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock	Aggregate Cost (excluding commissions, taxes, and fees)												
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>
<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td><td style="width:10%; height: 20px;"></td></tr></table>									<table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td><td style="width:25%; height: 20px;"></td></tr></table>					\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>	\$ <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table> . <table border="1" style="display: inline-table; width: 40px; height: 20px;"></table>

Total Shares Purchased: _____

x. I made the following sales of SeaView common stock during the period **MARCH 30, 2000 THROUGH MARCH 19, 2001, INCLUSIVE.**

Trade Date(s) of Sale (List Chronologically) Month / Day / Year	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (excluding commissions, taxes, and fees)
□□ - □□ - □□	□□□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
□□ - □□ - □□	□□□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
□□ - □□ - □□	□□□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
□□ - □□ - □□	□□□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
□□ - □□ - □□	□□□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
□□ - □□ - □□	□□□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□
□□ - □□ - □□	□□□□□□□□	\$ □□□□ . □□□□	\$ □□□□□□□□ . □□

Total Shares Sold: _____

xi. At the close of business on March 19, 2001, I still owned _____ shares of SeaView common stock.

xii. **SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number (TIN) and Certification

NAME: _____

Enter TIN on appropriate line.

- For most individuals, this is your Social Security Number (SSN).
- The Internal Revenue Service (“I.R.S.”) requires such taxpayer identification number.
- If you fail to provide this information, your claim may be rejected.

□□□□ - □□ - □□□□□□ or □□ - □□□□□□□□
 Social Security Number Employer Identification Number

xiii. **CERTIFICATION**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

I (We) certify that I am (we are) **NOT** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the word “**NOT**” that you are not subject to backup withholding in the certification above.

NOTE: If you require the Instructions for Completing Substitute Form W-9, please make a written request to us at: SeaView Video Technology Securities Litigation, Claims Administrator, c/o Heffler, Radetich & Saitta L.L.P., P.O. Box 58190, Philadelphia, PA 19102-8190. Please note that your accountant should also be able to provide you with the Instructions.

Date: _____

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

(Signature)

(Type or print your name here)

(Signature)

(Type or print your name here)

If the person executing this Proof of Claim is acting in a representative capacity, evidence of such person's current authority to act on behalf of the Class Member must be submitted with this Proof of Claim.

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN JULY 3, 2003, AND MUST BE MAILED TO:

SEAVIEW VIDEO TECHNOLOGY SECURITIES LITIGATION
Claims Administrator
c/o Heffler, Radetich & Saitta L.L.P.
P.O. Box 58190
Philadelphia, PA 19102-8190

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by July 3, 2003, and if a postmark is indicated on the envelope and it is mailed first-class, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

If you wish to be assured that your Proof of Claim is actually received by the Claims Administrator, then you should send it by Certified Mail, Return Receipt Requested. No acknowledgment will be made as to the receipt of claim forms. You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

Reminder Checklist:

1. Please sign the above declaration.
2. Remember to attach supporting documentation for purchases, sales and Class Period Retention.
3. Do not send original stock certificates.
4. Keep a copy of your claim for your records.
5. If you move, or if this notice was sent to you at an old or otherwise incorrect address, please notify the Claims Administrator of your new address.

[THIS PAGE INTENTIONALLY LEFT BLANK]

SeaView Video Technology Securities Litigation
Claims Administrator
c/o Heffler, Radetich & Saitta L.L.P.
P.O. Box 58190
Philadelphia, PA 19102-8190

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 2323
PHILADELPHIA, PA

FIRST-CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE