

**IN THE DISTRICT COURT FOR MAYES COUNTY
STATE OF OKLAHOMA**

**If You Purchased or Possess a Second Chance Ultima, Ultimax
or Triflex Bullet Proof Vest**

Please Read This Legal Notice Carefully, Your Legal Rights May Be Affected.

- A court has taken the first step in approving the settlement of a class action lawsuit.
 - ◆ In a class action, one or more persons (class representatives) sue on behalf of themselves and any other individuals who may have similar claims. A court then decides the issues for all class members.
 - ◆ The people who brought the case are called plaintiffs and the companies they sued are called defendants. In a class action, class members are represented by lawyers appointed by the court. These lawyers are called class counsel.
 - ◆ This is not a lawsuit against you. You have not been sued.
- This Proposed Class Action Settlement (“Proposed Settlement”) includes all persons and entities in the United States and its territories who have purchased, possess, or own a bullet proof vest manufactured by Defendant Second Chance, which contains Zylon®.
- This Proposed Settlement is about defective bullet proof vests. Plaintiffs claim that:
 - „ These vests fail to meet the performance characteristics for which they were warranted,
 - „ These vests are unfit for their intended purpose, and
 - „ The allegedly defective condition of the vests was withheld from the marketplace.
- Defendants deny these allegations and any wrongdoing. The Court has not decided in favor of either side in this case.
- Although the Court has preliminarily approved the Proposed Settlement, the Court still must decide whether to give final approval to the Proposed Settlement. If the Proposed Settlement is approved, you may be entitled to benefits. These benefits include:
 - „ A proportionate share (on a pro rata basis) of a \$29 million Settlement Fund.
 - „ A Replacement Vest Option, which provides Class Members with the opportunity to purchase a replacement vest at a deeply discounted price from Armor Holdings Products, L.L.C. (“Armor”).

- A Voucher/Credit Option, in lieu of cash from the Settlement Fund, allowing Class Members the opportunity to receive a credit or voucher from Armor towards the purchase of a variety of items available from Armor or its distributors. The credit/voucher will be in the amount of each Class Member's share, plus \$25.00.
- The class action is called *Lemmings, et al. v. Second Chance Body Armor, Inc., et al.*, Case No. CJ-2004-62 (the "Action"). It is being heard in the District Court for Mayes County, State of Oklahoma.

WHAT IS THIS NOTICE ABOUT?

1. Why has this notice been sent to you?

This notice is being sent to you based on information that you may be a Class Member as defined in paragraph 6 below. Before the Court decides whether to give final approval to the Proposed Settlement, you have a right to know about:

- The Proposed Settlement of this Class Action, and
- All of your options.

This Notice explains:

- The lawsuit,
- The Proposed Settlement, and
- Your legal rights.

2. What is the lawsuit about?

This lawsuit claims that Defendants violated the law by manufacturing allegedly defective bullet proof vests. The Proposed Settlement does not mean that the Defendants admit that they have done anything wrong or illegal. Nor has the Court found that Defendants violated the law.

The lawsuit involves claims that bullet proof vests manufactured by Second Chance Body Armor, Inc. ("Second Chance"), which contain Zylon®, a fiber manufactured and sold by Toyobo Company, Ltd. ("Toyobo"), fail to meet the performance characteristics for which they were warranted. Plaintiffs further allege that the vests are unfit for their intended purpose, and that information regarding the allegedly defective condition of the vests was withheld from the marketplace. Vests at issue were sold by Second Chance and its distributors under the names Ultima, Ultimax and Triflex, and were sold to state and local governments, law enforcement officers and others.

Specifically, with respect to defendants Toyobo and Toyobo America, Inc. ("Toyobo America"), Plaintiffs claim that they manufactured and/or sold Zylon® for use in Second

Chance bullet proof vests and that Toyobo and Toyobo America knew or should have known that Zylon® is subject to degradation under conditions of high heat and humidity. Plaintiffs claim this degradation renders bulletproof vests ineffective and unsuitable for their intended use, and that they failed to disclose this information in connection with its manufacture and/or sale of Zylon® for use in bulletproof vests. Toyobo and Toyobo America deny these claims.

Oklahoma Police Supply is also named as a defendant in the Action. It is alleged to have sold some of the vests at issue. Oklahoma Police Supply is not part of this Proposed Settlement. The claims asserted in the Action against Second Chance cannot be pursued in this Court because Second Chance filed for bankruptcy. Those claims are before the bankruptcy court and are not a part of this Proposed Settlement.

Plaintiffs have filed additional class action lawsuits in six other states based on the same allegations. This Action and the other six class actions are referred to below as the “Related Actions”.

3. How has the lawsuit proceeded?

On February 9, 2005, the Court entered an Order Certifying Class Action With Findings of Fact And Conclusions of Law (“Certification Order”) in the Action. The Court found that the requirements for a class action were met for a national class on Plaintiffs’ claims of breach of express and implied warranty.

A “Notice of Pendency of Class Action” was sent to potential Class Members and published in various law enforcement journals to inform potential Class Members of their right to remain in the Class or to exclude themselves from the Class. The Notice of Pendency of Class Action indicated that all Requests for Exclusion should be returned by May 31, 2005.

Following the Certification Order, Plaintiffs, Toyobo and Toyobo America agreed to a settlement of the Related Actions. Toyobo and Toyobo America believe the Related Actions are without merit, and Toyobo and Toyobo America have agreed to enter into a Stipulation of Settlement (“Stipulation”) to avoid further litigation expense and inconvenience and to remove the distraction of burdensome and protracted litigation.

Toyobo and Toyobo America deny all of Plaintiffs’ allegations. Toyobo and Toyobo America have also asserted numerous defenses to Plaintiffs’ claims. There has been no trial of any of the Related Actions and the Court has not determined whether any of Plaintiffs’ allegations or Toyobo’s and Toyobo America’s defenses are valid.

4. Why is there a Proposed Settlement?

Class Counsel believes that the Proposed Settlement is in the best interest of Class Members. This is because the Proposed Settlement:

- „ Gives a benefit to Class Members,
- „ Avoids the cost and delay that would come with prosecuting the case in Court, and

- Avoids uncertain outcome and risk.

Defendants think the Proposed Settlement is good because the Proposed Settlement:

- Puts to rest all controversy, and
- Avoids the further expense, burden, distraction, and inconvenience of litigation.

5. How did the Proposed Settlement come about?

Class Counsel made a thorough investigation of the law and facts relating to the allegations in the Related Actions. That investigation included the submission of extensive written discovery and review of responses thereof, the review and analysis of thousands of documents produced by defendants or gathered from various government agencies or other public sources, the taking of numerous depositions, the retention of and consultation with experts and the briefing of numerous questions of law.

The Parties have engaged in extensive arm's length negotiations which resulted in an agreement to settle this litigation as set forth in the Stipulation. In agreeing to the Stipulation, Class Counsel weighed the risks of litigation against the Defendants against the likelihood of success and concluded that the settlement is fair, reasonable and adequate and in the best interest of the Class.

6. How do I know if I am a Class Member?

The Class is defined as:

All persons and entities in the United States and its territories, who have purchased, possess or own a bulletproof vest manufactured by Defendant Second Chance Body Armor, Inc., which contains Zylon®, a fiber manufactured and sold by Defendants Toyobo Company, Ltd., and Toyobo America, Inc. Excluded from the Class are Defendants; Defendants' affiliates, parents and subsidiaries; all directors, officers, agents, and employees of Defendants; any person or entity who timely opts out of this proceeding; and any claims belonging to the federal government. This Class does not include or affect present or future personal injury claims.

The Class is not intended to, and does not, include the authorized distributors of Second Chance who sold the subject vests.

THE PROPOSED SETTLEMENT

7. What does the Proposed Settlement provide?

This Notice summarizes the key terms of the Proposed Settlement. The complete terms of the Proposed Settlement are set forth in the Stipulation of Settlement (“Stipulation”). You may obtain a full copy of the Stipulation as explained in paragraph 19 below.

The Settlement provides three primary benefits to Class Members:

„ **\$29 Million Settlement Fund**

Toyobo will pay twenty-nine million dollars (\$29,000,000.00) into a settlement fund for the benefit of all Class Members. Pursuant to the terms of the Stipulation, Toyobo must deposit this money into an interest bearing escrow account within ten (10) business days from the Court’s Preliminary Approval Order. All interest earned will become a part of the Settlement Fund and will add to the benefit of the Class Members.

This Settlement Fund is solely for the Class Members’ benefit. There will be no dilution of the fund by attorney fees, costs, administration, notice, etc. There are no restrictions on this money and each Class Member can use it for any purpose. Further, the entire Settlement Fund will be distributed to Class Members proportionately (on a pro rata basis) and none of the \$29 million will go back to Toyobo if the Proposed Settlement should become final.

Note: At this point, Class Members’ expected share of the \$29 million Settlement Fund is unknown, as the amount will depend on how many Class Members participate in the Settlement. This amount will be known after the Exclusion Deadline.

At that time, a second notice will be sent to Class Members, providing an estimate of the amount each Class Member can expect to receive from the Settlement Fund, as well as the option to select the Armor voucher in lieu of the cash, as provided in the Replacement Vest Option below.

„ **Replacement Vest Option**

Class Members will have the option to purchase a replacement vest from Armor at a deeply discounted price. Armor will offer all of its standard concealable ballistic resistant soft body armor at the most favorable negotiated state contract and/or agency commercial prices made available by Armor directly to domestic law enforcement officers.

Each replacement Armor vest will come with a five-year warranty and one extra carrier (for a total of 2 carriers). Also, with the purchase of a new vest, Armor will waive the \$50.00 sizing fee customarily built-in to the price of the vests and paid by

Armor to distributors, resulting in deeper discounts to Class Members. Additionally, Armor shall enroll each of the above vests issued to Class Members into its Vestcheck program, and shall make the test results and supporting documentation from Vestcheck testing available to Class Counsel and Class Members upon reasonable request.

Armor shall be responsible for all transaction costs associated with the purchase and delivery of each of the above vests issued to Class Members, and Armor shall set up an administration process at its own expense to assist Class Members with the Replacement Vest Option and insure that trained personnel are available during normal business hours. The benefits of the Replacement Vest Option will be available to Class Members for a period of five (5) years; however, any Class Member that wishes to avail themselves of the benefits provided in the Vest Replacement Option must elect to do so within one (1) year from the date the Proposed Settlement becomes final.

Voucher/Credit Option - Alternatively, Class Members shall have the option of receiving a non-refundable credit or voucher from Armor. In addition to the other benefits provided in the Replacement Vest Option, any Class Member who elects to take Armor credit or an Armor voucher rather than their share of cash from the Settlement Fund will receive an additional \$25.00 in credit per vest to purchase an Armor replacement vest or any other Armor product available from Armor's distributors. For example, the Armor credit or voucher can be used to buy holsters, batons, helmets, gloves, etc., from any authorized Armor distributor. Any Class Member who chooses an Armor credit or voucher must use the credit or voucher within five (5) years from the date the Proposed Settlement becomes Final.

u **Corporate Conduct**

Toyobo and Toyobo America agree to continue to provide information to their customers regarding the characteristics of Zylon® fiber. They also agree to instruct their customers to test Zylon®-containing products manufactured and/or sold by the customers to insure that the products are safe and appropriate for the end users for the life of the product.

8. Am I giving anything up in the Proposed Settlement?

As a Class Member, all decisions made by the Court in this lawsuit or about the Proposed Settlement will apply to you. If the Court approves the Proposed Settlement, you will have released the settling parties from any related legal claims. This means you cannot sue Toyobo Co., Ltd. or Toyobo America, Inc. for the same claims covered in this Proposed Settlement. For details on the release, please read paragraph 9 below.

9. What is the Release?

If the Court approves the Proposed Settlement, you will have released the Toyobo Co., Ltd. or Toyobo America, Inc. from any related legal claims. When you release your claims you are giving up your right to sue Toyobo Co., Ltd. or Toyobo America, Inc. for the claims in this case.

10. What happens if the Proposed Settlement gets terminated?

The Stipulation may be terminated. There are several ways the Stipulation could be terminated. One way is if the Court does not approve or modifies the Proposed Settlement.

Should the Stipulation be terminated, the Proposed Settlement will be terminated. The lawsuit will proceed as if the Stipulation had not been entered into and no benefits will be available to any Class Member.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved lawyers called Class Counsel to represent you. These lawyers do not cost you anything. Class Counsel is identified in the table below:

Allan Kanner Cynthia S. Green ALLAN KANNER & ASSOCIATES, P.L.L.C. 701 Camp Street New Orleans, LA 70130 Lead Class Counsel	Pitts Carr David Cohen CARR, TABB & POPE, L.L.P. 10 North Parkway Square 4200 Northside Parkway, N.W. Atlanta, GA 30327	Randy Elliott Ben Sherrer ELLIOTT & SHERRER 112-B North Vann Pryor Creek, OK 74362
Will Wright DRUMMOND LAW FIRM 1500 S. Utica Ave., Suite 400 Tulsa, OK 74104	Jason Aamodt MILLER, KEFFER & BULLOCK, P.C. 222 South Kenosha Avenue Tulsa, OK 74102	

12. How will these lawyers be paid?

At the Final Approval Hearing, counsel for Plaintiffs and the Class will apply to the Court for an approval of the payment of attorneys’ fees and reimbursement of expenses by Toyobo and Toyobo America in the amount of \$9,400,000.00 for the prosecution of the Related Actions and for implementation of the Proposed Settlement. In addition, an application will be made for incentive awards to be paid to those persons who have served as Class Representatives in the Related Actions and have been recommended for such an award by Class Counsel in the total amount of \$60,000.00. All awards of attorneys’ fees and expenses, and awards to Class Representatives, shall be paid by Toyobo and Toyobo America and will not diminish any

benefits available to the Class. Class Members will not be required to pay any portion of the Class Counsel's attorneys' fees, costs or incentive payments.

APPROVING THE PROPOSED SETTLEMENT

13. When and where will the Court decide whether to approve the Proposed Settlement and attorneys' fees?

The Court will hold a Final Approval Hearing on **September 23, 2005 at 10 a.m.** at the Mayes County Courthouse, located at 1 Court Place, Pryor, Oklahoma 74361-2448. At this Hearing, the Court will decide whether the Proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at this Hearing. After the Final Approval Hearing, the Court will decide whether to finally approve the Proposed Settlement. The Court may adjourn or reschedule the Final Approval Hearing without further notice to the Class.

OPTIONS AND CLAIMS PROCEDURES

14. If I am a Class Member, do I need to do anything at this time?

If the Court approves the Proposed Settlement and you are a Class Member, you do not need to do anything at this time to participate in the Proposed Settlement. But, to receive Settlement proceeds, you **must** register your contact information at <http://www.zylonvestclassaction.com> or by calling 1-877-567-2754 by **September 9, 2005**.

15. How do I exclude myself from the Proposed Settlement?

If you want to exclude yourself from the Class and not be included as a Class Member, you must complete, sign and send the written "Request for Exclusion" form attached to this notice postmarked by **September 9, 2005**.

The written request for exclusion must include your name and address. If a representative of a Class Member provides the Request for Exclusion, the Request must identify the capacity in which such person is acting. Failure to complete, date and sign the Request for Exclusion form attached to this Notice will constitute an invalid attempt to exclude yourself from the Class. The signed Request for Exclusion form must be sent by first-class mail, postage prepaid, to:

Zylon Class Administrator
P.O. Box 1700
Faribault, MN 55021-1700
(877) 567-2754
www.zylonvestclassaction.com

If you timely and properly exclude yourself from the Class, you will not be bound by the Proposed Settlement. Also, you will not share in the benefits of the Proposed Settlement. If

you wish to be eligible to receive the benefits provided by the Proposed Settlement, do not file a Request for Exclusion.

OBJECTING TO THE PROPOSED SETTLEMENT

16. How do I tell the Court if I don't like the Proposed Settlement?

If you are a Class Member, you can tell the Court you don't like the Proposed Settlement or some part of it. This is called objecting. (For example, you can say you don't think the Proposed Settlement is fair or adequate.) The Court will consider your views but may approve the Proposed Settlement anyway.

Objections must be filed with the Court and received by the above counsel no later than **September 9, 2005**. Any objection that is not timely made shall be forever barred.

To object to the Proposed Settlement, you (or your lawyer) must send a written statement stating that you object to:

Mayes County Clerk of Court
1 Court Place, Suite 200
Pryor, Oklahoma, 74361-1018

The written statement must include:

- (1) a statement of each objection asserted,
- (2) a detailed description of the facts underlying each objection,
- (3) a detailed description of the legal authorities, if any, supporting each objection,
- (4) a statement of whether the objector intends to appear and argue at the Final Approval Hearing, and if so, how long the objector anticipates needing to present the objection,
- (5) a list of the exhibits which the objector may offer during the Final Approval Hearing, along with copies of such exhibits, and
- (6) a list of all witnesses, if any, that the objector may call to give live testimony during the Final Approval Hearing and a summary of their anticipated testimony, and must serve such papers, postmarked no later than **September 9, 2005**, to:

Allan Kanner, Esq. ALLAN KANNER & ASSOCIATES, P.L.L.C. 701 Camp Street New Orleans, LA 70130 Lead Class Counsel and Notice Counsel for the Class	Arvin Maskin, Esq. WEIL, GOTSHAL & MANGES, L.L.P. 767 Fifth Avenue New York, NY 10153 Lead Counsel for Toyobo and Toyobo America and Notice Counsel for Toyobo and Toyobo America
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17. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you may come at your own expense. If you send a written objection, you do not have to come to Court to talk about it. As long as you correctly submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, but you do not have to.

18. May I speak at the Final Approval Hearing?

If you are a Class Member, you may attend the Final Approval Hearing in person. You may also pay for a lawyer to attend the Final Approval Hearing for you, but it is not necessary.

If you wish to attend the Final Approval Hearing and/or if you wish to present your objection to the Court at the Hearing, either personally or through your own attorney, you must file a "Notice of Intention to Appear at the Final Approval Hearing." It must be filed with the Mayes County Clerk of Court, 1 Court Place, Suite 200, Pryor, Oklahoma, 74361-1018 by **September 9, 2005**.

Your Notice of Intention to Appear must include your name, address, telephone number, and your signature, and must **also** be sent to Class Counsel and Counsel for Defendants at the addresses listed in paragraph 16.

GETTING MORE INFORMATION

19. How do I get more information about the Proposed Settlement?

This Notice contains only a summary of the Proposed Settlement. The terms of Proposed Settlement are set forth in detail in the Stipulation, which is available to the public to review at the Office of the Mayes County Clerk of Court, 1 Court Place, Suite 200, Pryor, Oklahoma, 74361-1018. You may also obtain a copy of the Stipulation by visiting the Zylon Vest Class Action Web site at www.zylonvestclassaction.com, by calling (877) 567-2754, or by sending a written request to:

Zylon Class Administrator
P.O. Box 1700
Faribault, MN 55021-1700

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE JUDGE.

DATE: _____, 2005

By Order of the Honorable James D. Goodpaster.