State of Utah

JON M. HUNTSMAN, JR.
Governor

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Lieutenant Governor

Department of Administrative Services
D'ARCY DIXON PIGNANELLI
Executive Director

Division of Purchasing & General Services
DOUGLAS G. RICHINS C.P.M.
Division Director

MEMORANDUM

August 16, 2005

To: **Purchasers or Possessors of Second Chance Bullet Proof Vests**

From: **Douglas G. Richins**, Director, Utah Division of Purchasing

Re: **September 9, 2005 Deadline For Action Regarding Certain Bullet Proof Vests.**

IF YOU PURCHASED OR POSSESS A SECOND CHANCE ULTIMA, ULTIMAX, OR TRIFLEX BULLET PROOF VEST, PLEASE READ THIS NOTICE AND THE ATTACHED MATERIALS CAREFULLY, YOUR LEGAL RIGHTS MAY BE AFFECTED. Even if your vest has been replaced by Second Chance, this still applies.

A class action lawsuit that relates to the above-mentioned vests has been filed in the District Court for Mayes County, State of Oklahoma. In the Court's preliminary approval of the settlement, there is a $29 million Settlement fund to be shared on a pro rata basis. It is uncertain at this time as to what amount you may be able to collect from this settlement.

There was a prior bankruptcy court matter involving Second Chance. This class action is separate from that matter and requires this special action described in this notice.

A special notice and information regarding deadlines and the lawsuit are attached to this letter and are also available on the State of Utah Division of Purchasing website at www.purchasing.utah.gov/vestsettlement.htm. Additional information may also be posted on this website address.

There is a mandatory **September 9, 2005 deadline** to qualify for settlement proceeds from the class action. You must by September 9, 2005 register your contact information at www.zylonvestclassaction.com or call 1-877-567-2754.

If you want to be excluded from the class you must complete, sign and send the written "Request for Exclusion" form attached to this notice postmarked September 9, 2005. If you do not like the proposed settlement and wish to object with the Court, there is a September 9, 2005 deadline described in the attached materials.

If you have any questions after reading the attached information, please call either:
Frank Volk, Utah Division of Purchasing, phone number: (801) 538-3707
Alan S. Bachman, Assistant Attorney General, phone number: (801) 538-3240

attachments

3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114-1061
telephone 801-538-3026 • facsimile 801-538-3882 • www.purchasing.utah.gov

Legal Notice

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

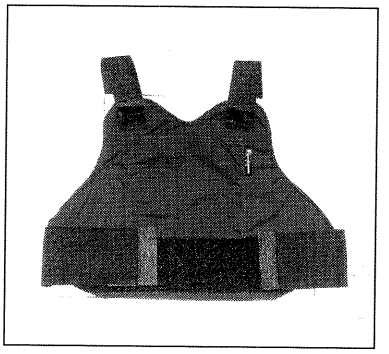
Please Read This Legal Notice Carefully, Your Rights Could Be Affected

A court has taken the first step in approving the settlement of a class action lawsuit. The lawsuit involves bullet proof vests manufactured by Second Chance Body Armor, Inc., and sold under the names Ultima, Ultimax and Triflex. In a class action lawsuit, one or more persons (class representatives) sue on behalf of themselves and any other individuals who may have similar claims.

This Notice is a summary only. If you are reading this, but did not receive a mailed notice, please visit www.zylonvestclassaction.com or call the toll-free number below to register in order to receive Settlement proceeds and further information.

What Is This Lawsuit About?

A lawsuit is pending in the District Court for Mayes County, in the State of Oklahoma, relating to bullet proof vests manufactured by Second Chance Body Armor, Inc. ("Second Chance"). These vests contain Zylon®, a fiber manufactured and sold by Toyobo Company, Ltd. ("Toyobo"), and sold by Second Chance and its distributors under the trade names ULTIMA, ULTIMAX and TRIFLEX.



The lawsuit alleges that:

- these vests fail to meet the performance characteristics for which they were warranted,
- the 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 made a final decision either way.

Are You a Class Member?

The Class 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® (even those who received performance pacs or replacement Monarch vests from Second Chance).

What Are the Terms of The Settlement?

If approved, the Settlement provides three primary benefits to Class Members:

- *$29 Million Settlement Fund.* Toyobo will pay $29 million into a settlement fund solely for the benefit of all Class Members. The entire Settlement Fund will be distributed to Class Members proportionately (on a pro rata basis), and none of the twenty-nine million dollars will go back to Toyobo if the Settlement is approved.
- *Replacement Vest Option.* Toyobo will create a Replacement Vest Option in which Class Members will have the opportunity to purchase a replacement vest from Armor Holdings Products, L.L.C. ("Armor") at a deeply discounted price. Each replacement vest will come with a five year warranty and Armor will be responsible for all transaction costs associated with the purchase and delivery of each vest to Class Members.
- *Voucher/Credit Option.* Class Members also have the option of receiving a non-refundable credit or voucher from Armor. In addition to the benefits provided in the Replacement Vest Option, any Class Member who elects to take Armor credit or voucher (rather than their share of the Settlement Fund) will receive an additional $25.00 credit per vest to purchase any Armor product available from Armor's distributors.

What Are Your Legal Rights?

Remain a Class Member. If you want to remain a Class Member and participate in this Settlement, you need not do anything at this time. But, to receive Settlement proceeds, you must register your contact information with the Claims Administrator by calling the telephone number or by visiting the Web site no later than **September 9, 2005**. By participating in the Settlement, you will be bound by all orders of the Court relating to the Settlement. If the Settlement is approved, related legal claims against Toyobo Co., Ltd. and Toyobo America, Inc. will be released.

Hire Your Own Lawyer. The Court has approved Class Counsel to represent you at no cost. But, if you choose, you may hire your own lawyer to appear in Court for you. You have to pay that lawyer yourself and that lawyer must file an Entry of Appearance. Details explaining how to file this Entry are available at the Web site or by calling the toll-free number listed below.

Exclude Yourself. If you do not want to be included as a Class Member, you must exclude yourself. If you exclude yourself, you get no benefits, but you keep the right to file your own lawsuit. To exclude yourself, you must submit a signed Request for Exclusion form no later than **September 9, 2005**. For a copy of this form, please visit the Web site or call the toll-free number below.

Object. You can tell the Court if you do not like this Proposed Settlement or some part of it. To object, you must send a letter that is mailed and postmarked by **September 9, 2005**. For details on how to properly file an objection, please read the detailed notice available at the Web site or by calling the toll-free number below.

The Court has scheduled a final approval hearing for **September 23, 2005**, at 10:00 a.m. (Central time). At that time, the Court will consider whether to approve the Settlement and award attorneys' fees and costs. Any attorney fees awarded by the Court will be paid by Toyobo in addition to the $29 million and, thus, will not reduce the Settlement Fund for Class Members. The Mayes County Courthouse is located at: 1 Court Place, Pryor, OK 74361-2448. **Please do not contact the Court for information about this Settlement.**

Call: 1-877-567-2754 or Visit: www.zylonvestclassaction.com

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.

- **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**, on:

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

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: July 12, 2005 By Order of the Honorable James D. Goodpaster.

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REQUEST FOR EXCLUSION

RE: *Steven W. Lemmings and City of Pryor Creek, et al., on behalf of themselves and all other persons similarly situated v. Second Chance Body Armor, Inc., Toyobo Company, Ltd., Toyobo America, Inc., Oklahoma Police Supply, Inc., Oklahoma Police Supply, LLC, et al, Case No. CJ-2004-62, The Honorable James D. Goodpaster, Judge*

I understand that I or my organization may be a member of a Class of persons and entities who purchased, possess or own a bullet proof vest manufactured by Second Chance Body Armor, Inc. ("Second Chance") which contains Zylon®, a fiber manufactured and sold by Toyobo Company, Ltd. ("Toyobo"). I understand that these vests were sold by Second Chance and its distributors under the names Ultima, Ultimax and Triflex. I understand that certain legal claims have been asserted on behalf of the Class in the Lawsuit described above. I understand that I have the right to exclude myself or my organization from the Class by following the instructions below.

I have read the Notice regarding the Class Action litigation of the Related Actions. I am sufficiently advised of my rights to remain in the Class and be bound by any judgment rendered therein. I **do not** wish to be a Member of the Class. By opting out, I am excluding myself from the binding effect of judgment and from all consideration available to Class Members. I also realize that if I exclude myself from the Class by opting out and subsequently choosing to bring an independent action, I will be responsible for choosing and compensating my own attorney(s) and that the statute of limitations for bringing claims set forth in this litigation will again begin to run from the date of my request for exclusion.

I understand that this REQUEST FOR EXCLUSION must be **completed and returned** by first class mail, **postmarked on or before September 9, 2005**, to:

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

In submitting this REQUEST FOR EXCLUSION, I state that the information provided below is true and correct. I further represent and understand that I am submitting this REQUEST FOR EXCLUSION for myself, or that I am authorized to submit this REQUEST FOR EXCLUSION on behalf of the entity listed below.

INDIVIDUALS

Name: _____

Address: _____

_____
City State Zip Code

_____
Country, if not US

Agency Name: _____

Address: _____

_____
City State Zip Code

_____
Country, if not US

Home Phone: (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___

Work Phone: (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___

Model & NIJ Threat Level: _____

Front Panel Serial Number: _____

Front Panel Size: _____

Back Panel Serial Number: _____

Back Panel Size: _____

Printed Name: _____

ORGANIZATIONS

Agency Name: _____

Address: _____

_____
City State Zip Code

_____
Country, if not US

Phone (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___

Number of vests purchased: _____

Contact Person: _____

Work Phone: (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___

Model & NIJ Threat Level: _____

Front Panel Serial Number: _____

Front Panel Size: _____

Back Panel Serial Number: _____

Back Panel Size: _____

Signature: _____