

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
IN AND FOR DUVAL COUNTY, FLORIDA

SOUTHERN STATES POLICE BENEVOLENT  
ASSOCIATION, INC., TOBY DARBY, DAVID HIGGINS,  
JEFF T. NEWTON, SEAN RILEY, JASON ROSS and KEITH  
R. SOBOLESKI, On Behalf of Themselves And All Others  
Similarly Situated,

Plaintiffs,

vs.

ARMOR HOLDINGS, INC., ARMOR HOLDINGS  
PRODUCTS, LLC., PRO-TECH ARMORED PRODUCTS OF  
MASSACHUSETTS, INC., and SAFARI LAND LTD., INC.

Defendants.

CLASS REPRESENTATION  
CASE NO. 2004-2942CA  
DIVISION CV-E

HON. BERNARD NACHMAN  
CIRCUIT COURT JUDGE

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND FINAL APPROVAL HEARING**

TO: All law enforcement personnel and organizations, and other individuals who purchased new ballistic resistant soft body armor (vests) containing Zylon® from Armor Holdings, Inc., Armor Holdings Products, LLC, American Body Armor™ (“ABA”), Pro-Tech Armored Products of Massachusetts, Inc. (“Protech™”), Safari Land Ltd., Inc. (“Safariland®”) or any of their subsidiaries or affiliated entities (collectively “Armor Holdings” or “Defendants”), excluding federal agencies and any persons who were physically injured as a result of alleged defects in the vests (“the Class”).

A lawsuit is pending in this court involving claims by the above named Plaintiffs that certain ballistic resistant soft body armor (vests) containing Zylon® manufactured by Defendants fail to meet the warranty provided with the vests.

The Court has preliminarily ruled that this case may be maintained for Settlement purposes on behalf of the Class identified above.

The purpose of this notice is to advise you of the status of the lawsuit, including a statement of your rights with respect to a proposed Settlement (“Settlement”) of the case.

**TERMS OF PROPOSED SETTLEMENT**

Subject to court approval, Named Plaintiffs and Defendants have agreed on a Settlement containing the following terms:

- A. The warranty on the ABA Xtreme ZX vest (“ABA ZX vest”) will be changed from five (5) years (60 months) to two and one-half (2 ½) years (30 months). In addition, Class members who purchased an ABA ZX vest shall have one of the following two (2) options:

**OPTION 1:** To receive in exchange for such vest, a new ABA ZX model vest in either NIJ threat level II or level IIIA which new vest will have a two and one-half (2 ½) years warranty. In addition, Class members selecting this option will receive an extra carrier (total of two carriers) and a fully transferable manufacturer’s mail-in rebate for \$100 applicable toward the purchase of any ballistic resistant soft body armor (vest) manufactured by Defendants or any of their subsidiaries or affiliated entities, including: American Body Armor™, Protech™, or Safariland®, said rebate will be good for five (5) years; or

**OPTION 2:** To receive in exchange for such ABA ZX vest, a new ballistic resistant soft body armor (vest) manufactured by Defendants or any of their subsidiaries or affiliated entities, including: American Body Armor™, Protech™, or Safariland®, which new vest will be the same NIJ threat level as their old vest. To effect this option, a credit will be provided that will be applicable toward the new vest selected. The amount of the credit will be determined by the purchase price paid by the Class member for the original ABA ZX vest, reduced by one and two-thirds percent (1 2/3%) per month (twenty percent (20%) per year) of ownership, which credit, however, will not be less than fifty percent (50%) of the purchase price, and which credit will be good for five (5) years (60 months) from the date they select this option. In the event the purchase price of the new vest exceeds the value of the credit, such Class member will be entitled to receive the new vest of their choice for the value of their credit, without additional out-of-pocket charge (i.e., Class members may exchange their current vests, even if nearing the end of the warranty period, for any new vest manufactured by Defendants or any of their subsidiaries or affiliated entities at no cost). In the event the price of the new vest is less than the value of the credit, such Class member will promptly receive a cash refund of the difference between the value of the credit and the purchase price of the new vest. In addition, such Class member will receive a fully transferable manufacturer’s mail-in rebate for \$100 applicable toward the purchase of any ballistic resistant soft body armor (vest) manufactured by Defendants or any of their subsidiaries or affiliated entities, including American Body Armor™, Protech™, or Safariland®, said rebate will be good for five (5) years.

Under either option, replacement of the ABA ZX vests will be on a “First In, First Out” (FIFO) basis such that those ABA ZX Vests that have been in service for more than 30 months from the original ship date will be replaced first. Other exchanges will be made on a rolling basis from earliest shipped date to most recent shipped date.

The above options (Option 1 and Option 2) may only be exercised after the date of this Stipulation of Settlement and may only be exercised one (1) time.

- B. **Technical Disclosure Program:** Defendants agree to make available to Class members, Plaintiffs’ Counsel, the Court, the National Institute of Justice (“NIJ”) and any bona-fide law enforcement organization or agency, testing data, protocols and results related to the performance characteristic of Zylon® Vests manufactured by Defendants or any of their subsidiaries or affiliated entities. All such information will be made available by way of Defendant’s website or promptly through Defendants’ customer service, at no charge.

C. On-Going Testing and Other Remedial Action: Defendants agree to continue to test and evaluate all of their Zylon® Vest models pursuant to a testing methodology designed to ensure that the vests perform as warranted by Defendants, such methodology to be presented to the Court for approval at the Final Approval Hearing. In the event the National Institute of Justice (“NIJ”) adopts a different standard, Defendants will adopt the NIJ standard for their testing. In the event that such testing demonstrates at any time, a failure of any Zylon® Vest models to perform in accordance with the warranties provided by Defendants, other than the ABA ZX vests, then Defendants will implement an exchange program for such model(s) on a reasonably comparable basis as that set forth in paragraphs V(A)(1) and (V)(A)(2) of this Stipulation, which exchange program will be presented to the Court for approval as to fairness adequacy and reasonableness.

If you purchased a Zylon® containing vest from Defendants or any of their subsidiaries or affiliated entities, other than an ABA ZX Vest, **to protect your rights under this paragraph C,** please complete the attached Claim Form.

In the event the Settlement is approved at the Final Approval Hearing (see below), the claims of Class members (except those who have excluded themselves from the Settlement) against Defendants will be released and extinguished, except to the extent that rights remain under the terms of the proposed Settlement.

#### FINAL APPROVAL HEARING

The court will hold a hearing in Courtroom One, Duval County Courthouse, 330 E Bay Street, Jacksonville Florida at 2:00 P.M. on September 30, 2004 to determine whether the Settlement is fair, adequate, reasonable and should be approved.

**YOU HAVE A RIGHT TO PARTICIPATE IN THE SETTLEMENT, TO EXCLUDE YOURSELF FROM THE SETTLEMENT, OR TO OBJECT TO THE SETTLEMENT. INSTRUCTIONS FOR PARTICIPATING IN THE SETTLEMENT, EXCLUDING YOURSELF FROM THE SETTLEMENT, OR OBJECTING TO THE SETTLEMENT AGREEMENT ARE CONTAINED IN THE CLAIM FORM.**

At the Final Approval Hearing, the Court will also consider a request by counsel for named Plaintiffs and the Class for an award of attorney fees and expenses to be paid by Defendants. Plaintiffs’ Counsels’ fees and expenses may only be awarded after the Court has determined such fees and expenses are fair and reasonable. Payment of any such award, if approved, will only be made when the Settlement becomes Final.

Attendance at the hearing is not necessary; however, class members wishing to be heard orally in opposition to the Settlement should indicate in their written objection their intention to appear at the hearing. Class members who support the Settlement do not need to appear at the hearing or take any other action to indicate their approval.

#### FURTHER PROCEEDINGS

If the Settlement is not approved, the parties will remain in the same position as they were prior to the Settlement and the litigation will continue.

#### ADDITIONAL INFORMATION

Any questions you have about the matters in this notice should NOT be directed to the Court, but may be directed in writing to:

**Plaintiffs’ Lead Counsel:**

W. Pitts Carr, Esq  
CARR, TABB, POPE & FREEMAN, LLP  
10 North Parkway Square  
4200 Northside Parkway, NW  
Atlanta, Georgia 30327

**Defendants’ Lead Counsel:**

Richard W. Hosking, Esq  
KIRKPATRICK & LOCKHART, LLP  
535 Smithfield Street  
Pittsburgh, Pennsylvania 15222-2312

You may, of course, seek the advice and guidance of your own attorney if you desire. The pleadings and other records in this litigation, including a complete copy of the Stipulation of Settlement may be examined and copied at any time during regular office hours at:

Office of the Clerk of Court  
Circuit Court of Duval County, Florida  
330 East Bay Street, Room 103  
Jacksonville, Florida 32202

#### CLAIM FORM

A Claim Form is enclosed. To participate in the Settlement, exclude yourself from the Settlement or object to the Settlement, follow the instructions on the Claim Form.

#### REMINDER OF TIME LIMITS

If you wish to participate in this Settlement you must file your Claim Form with the Clerk of Court by mail, postmarked on or before March 30, 2005.

If you wish to exclude yourself from participating in the Settlement, you must file your Claim Form electing the exclusion provision with the Clerk of Court by mail, postmarked on or before September 20, 2004.

If you wish to object to the Settlement, you must file your written objection with the Clerk of Court by mail, postmarked on or before September 20, 2004.

This Notice is issued pursuant to the Preliminary Approval Order issued by the Honorable Bernard Nachman, Circuit Judge, dated August 11, 2004.

Office of the Clerk of Court  
Circuit Court of Duval County, Florida  
330 East Bay Street, Room 103  
Jacksonville, Florida 32202



ABA Distributor name:

City:  State:

Your Original PO#:  Original Purchase Price:  .

How was your vest purchased? (who paid for it?)  Agency  Officer  Other  Unknown

Model & NIJ Threat Level:  ZX II  ZX IIIA  Unsure

Front Panel Serial Number:  Front Panel Size:

Back Panel Serial Number:  Back Panel Size:

Carrier Color:  White  Navy  Tan  Black  Graphite  Other \_\_\_\_\_

**Organizational Purchasers**  
(Please complete the following two boxes)

Agency Name:

Address1:

Address2:

City:  State:

Country if not US:

Phone:  -  -  Fax:  -  -

This Agency Address is:  Headquarters  Branch/Field Office  
NO PO BOXES - Requires a FedEx shipping address.

Contact Person:      
First M.I. Last

Position or Title:  Badge/ID No.:

Work Phone:  -  -  Ext.

ABA Distributor name:

City:  State:

Your Original PO#:  Number of vests Purchased?

Total Purchase Price:  .

How was your vest purchased? (who paid for it?)  Agency  Officer  Other  Unknown

**III. To Participate In Settlement**

If you are a purchaser of an ABA ZX Vest and wish to participate in the Settlement, you must also complete this portion of the Claim Form.

- A. I/our organization wants to participate in the Settlement. \_\_\_\_\_ (check)
- B. I/our organization is enclosing the receipt/purchase order for the vest(s) \_\_\_\_\_ (check if you have the receipt or purchase order); or I/our organization does not have the receipt/purchase order for the vest(s) \_\_\_\_\_ (check if you do not have the receipt or purchase order).
- C. I/our organization elects the following Option for participation in the Settlement (See Notice for complete description of Option 1 and Option 2):

*[Note 1: Organizational Purchasers Only – If your organization purchased more than one vest and it wishes to exercise option 1 for some vests and option 2 for other vests, please check both options]*

**OPTION 1:** I/our organization selects Option 1 \_\_\_\_\_ (check if you select Option 1.)

*[Note 2: If you purchased an ABA ZX Vest level II or IIIA, you may exchange your vest for either an ABA ZX level II or IIIA (your choice) and you may request that your new vest be delivered in the future, up to thirty (30) months from the date your Claim Form is approved.]*

[Note 3: If you have already purchased a replacement vest and are no longer using your ABA ZX Vest, you may request that your new vest be delivered upon the expiration of the warranty period for your replacement vest. If you fall under this situation, however, to receive future delivery of your new vest at the expiration of the warranty period for your replacement vest, you must contact the Claims Administrator and arrange for your original ABA ZX Vest to be returned within sixty (60) days from the date your Claim Form is approved.]

- ABA ZX level II – I/our organization elects to exchange my/its current vest for a new ABA ZX level II vest with a thirty (30) month warranty \_\_\_\_\_ (check if you select this vest); or
- ABA ZX level IIIA – I/our organization elects to exchange my current vest for a new ABA ZX level IIIA vest with a thirty (30) month warranty \_\_\_\_\_ (check if you select this vest)

I/our organization understands that I/it will also receive an extra carrier (total of two carriers for each ABA ZX Vest originally purchased) and a fully transferable manufacturer's mail-in rebate for \$100 (for each ABA ZX Vest originally purchased) applicable toward the purchase of any ballistic resistant soft body armor (vest) manufactured by Defendants or any of their subsidiaries or affiliated entities, including Protech™, Safariland® and American Body Armor™, said rebate will be good for sixty (60) months.

**OPTION 2:** I/our organization selects Option 2 \_\_\_\_\_ (check if you select Option 2).

I/our organization understands that in exchange for each ABA ZX vest originally purchased, I/our organization may choose a new ballistic resistant soft body armor (vest) manufactured by Defendants or any of their subsidiaries or affiliated entities, including: Protech™, Safariland® and American Body Armor™. The new vest will be the same NIJ threat level as the old vest. I/our organization understands that to effect this option, I/our organization will be provided a credit that will be applicable toward the exchange for the new vest selected. I/our organization understands that the credit will be for the amount of the purchase price paid for the original ABA ZX vest, reduced by one and two-thirds percent (1 2/3%) per month (twenty percent (20%) per year) for the period of my ownership, which credit, however, will not be less than fifty percent (50%) of the purchase price of the original vest, and which credit will be good for five (5) years. I/our organization understands that in the event the purchase price of the new vest selected exceeds the value of the credit, I/our organization will be entitled to receive the new vest of my/our organization's choice for the value of the credit, without additional out-of-pocket charge (in other words, I/our organization may exchange the vest, even if nearing the end of the warranty period, for a new vest of the same NIJ threat level manufactured by Defendants, or any of their subsidiaries or affiliated entities, including Protech™, Safariland® and American Body Armor™, at no cost to me/our organization). I/our organization understands that in the event the price of the new vest is less than the value of the credit, I/our organization will promptly receive a cash refund of the difference between the value of the credit and the purchase price of the new vest.

I/our organization understands that I/it will also receive a fully transferable manufacturer's mail-in rebate for \$100 (for each ABA ZX Vest originally purchased) applicable toward the purchase of any ballistic resistant soft body armor (vest) manufactured by Defendants or any of their subsidiaries or affiliated entities, including Protech™, Safariland® and American Body Armor™, said rebate will be good for sixty (60) months.

I/our organization understands that by electing to participate in the Settlement, my/its legal rights against Defendants will be released and extinguished, except for those rights that are provided by the Settlement and the warranty on the new vest that I/it select.

**IV. Information About Other Zylon® Vest Purchasers**

If you purchased a vest containing Zylon® (other than an ABA ZX Vest) from Defendants or any of their subsidiaries or affiliated entities, including Protech™, American Body Armor™, and Safariland®, YOU HAVE IMPORTANT RIGHTS UNDER SECTION C OF THE ATTACHED NOTICE. To protect these rights please provide the following information:

**Individual Purchasers**

(Please complete the following two boxes)

Name:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<small>First</small>	<small>M.I.</small>	<small>Last</small>	
Position or Title:	<input type="text"/>		Badge/ID No.:	<input type="text"/>
Address1:	<input type="text"/>			
Address2:	<input type="text"/>			
City	<input type="text"/>	State:	<input type="text"/>	Zip: <input type="text"/> - <input type="text"/>
Country if not US:	<input type="text"/>			
This should be a personal MAILING ADDRESS so we may contact you in the future.				
Home Phone:	<input type="text"/>	-	<input type="text"/>	- <input type="text"/>

Agency Name:	<input type="text"/>			
Address1:	<input type="text"/>			
Address2:	<input type="text"/>			
City:	<input type="text"/>	State:	<input type="text"/>	
Country if not US:	<input type="text"/>			
Phone:	<input type="text"/>	-	<input type="text"/>	- <input type="text"/>
Fax:	<input type="text"/>	-	<input type="text"/>	- <input type="text"/>
This Agency Address is: <input type="radio"/> Headquarters <input type="radio"/> Branch/Field Office				
NO PO BOXES - Requires a FedEx shipping address.				

