

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

**SOUTHERN STATES POLICE BENEVOLENT
ASSOCIATION, INC., BRADLEY ALEXANDER, STEVEN
BACSI, ROBERT FARABAUGH, KEVIN FLEMING, ERICK
GELHAUS, MATTHEW LEHMAN, and ALAN OGDEN On
Behalf of Themselves And All Others Similarly Situated,**

Plaintiffs,

vs.

POINT BLANK BODY ARMOR, INC.,

Defendant.

**CLASS REPRESENTATION
CASE NO. CACE05000084
DIVISION 13**

**HON. LEROY MOE
CIRCUIT COURT JUDGE**

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

TO: All law enforcement personnel, organizations, and other individuals who purchased level IIA, II or IIIA Legacy Premier or Galls Zylon/Platinum ballistic resistant soft body armor, more specifically described by model numbers LEG-1, LEG2-4, LEG3A-6, LEG1F, LEG2F-3 (the "Vests"), manufactured by Defendant or any of its subsidiaries or affiliated entities, 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 the Point Blank Legacy Premier and Galls Zylon/Platinum vests manufactured by Defendant 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 Defendant have agreed on a Settlement containing the following terms:

- A. To receive in exchange for their Vests at no cost, a new ballistic resistant soft body armor manufactured by Defendant from the following list of vests ("Replacement Vests").
1. Hi-Lite Pro Plus - Level II (non-Zylon)
 2. Hi-Lite Pro Plus - Level IIIA (non-Zylon)
 3. Legacy - Level II (Zylon hybrid)
 4. Legacy - Level IIIA (Zylon hybrid)

The Replacement Vests will carry the same standard five-year Point Blank warranty as the Vests being exchanged. All Class members agree that to participate in the replacement program each is required to return their original Vest immediately upon receipt of their Replacement Vest. Appropriate shipping materials will be provided by Defendant so that the original Vests may be returned at no cost. Upon return of their original Vest, each Class Members will be entitled to receive two standard extra carriers at no cost.

Class members will further receive a fully-transferable certificate exercisable for 60 months from issuance, which certificate will provide a 10% discount off the then prevailing best-negotiated price on any one ballistic resistant soft body armor manufactured by Defendant. Defendant will ensure that the certificates will be redeemable through any authorized distributor of Defendant.

Defendant further agrees to pay two thousand dollars (\$2,000.00) to the Concerns of Police Survivors, Inc. and seven thousand dollars (\$7,000.00) to the Ohio Troopers Coalition College Scholarship Fund.

- B. Technical Disclosure Program: Defendant agrees 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 results and testing protocols in the possession or control of Defendant related to the performance characteristics of the Replacement Vests. Defendant further agrees to: (i) continue to test the Replacement Vests pursuant to a testing methodology to ensure that the Replacement Vests will remain in compliance with the five-year warranty; and (ii) to disclose such testing results from time to time by way of Defendant's website or promptly through Defendant's customer service at no cost.

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 Defendant 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 960, Broward County Courthouse, 201 S.E. 6th Street, Fort Lauderdale, Florida 33301 at 11:00 AM on April 21, 2005 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, OBJECTING TO THE SETTLEMENT OR EXCLUDING YOURSELF FROM THE SETTLEMENT ARE CONTAINED IN THE CLAIM FORM. TO PROTECT YOUR RIGHTS, PLEASE COMPLETE THE ATTACHED 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 incurred, to be paid by Defendant. 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 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, other than completing a Claim Form.

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:

Steven E. Chaykin, Esq.
Zuckerman Spaeder, LLP
201 S. Biscayne Blvd., Suite 900
Miami, Florida 33131-4326

You may, of course, seek the advice and guidance of your own attorney at your own cost. 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 Broward County
201 S.E. 6th Street
Fort Lauderdale, Florida 33301

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 Claims Administrator by mail, postmarked on or before April 11, 2005.

If you wish to exclude yourself from participating in the Settlement, you must file your Claim Form electing the exclusion provision with the Claims Administrator by mail, postmarked on or before April 11, 2005.

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 April 11, 2005, and send a copy of your written objection to Plaintiffs' Lead Counsel.

This Notice is issued pursuant to the Preliminary Approval Order issued by the Honorable Leroy Moe, Circuit Judge, dated February 14, 2005.

Office of the Clerk of Court
Circuit Court of Broward County
201 S.E. 6th Street
Fort Lauderdale, Florida 33301