

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

**SOUTHERN STATES POLICE BENEVOLENT
ASSOCIATION, INC. and SCOTT MARTIN On Behalf of
Themselves And All Others Similarly Situated,**

Plaintiffs,

vs.

GATOR HAWK ARMOR, INC.,

Defendant.

**CLASS REPRESENTATION
CASE NO. 2005-CA001287
DIVISION CV-E**

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

TO: ALL INDIVIDUALS AND ENTITIES IN THE UNITED STATES AND ITS TERRITORIES WHO PURCHASED NEW GATOR HAWK ARMOR, INC. BALLISTIC RESISTANT BODY ARMOR CONTAINING ZYLON®, EXCLUDING DEFENDANT, DEFENDANT'S AFFILIATES, PARENTS AND SUBSIDIARIES, ALL DIRECTORS, OFFICIALS, AGENTS AND EMPLOYEES OF DEFENDANT, DEFENDANT'S DISTRIBUTORS, FEDERAL AGENCIES AND ANY PERSONS WHO HAVE BEEN PHYSICALLY INJURED AS A RESULT OF ALLEGED DEFECTS IN THE VESTS

WARNING – ON AUGUST 24, 2005 THE NATIONAL INSTITUTE OF JUSTICE ISSUED NIJ BODY ARMOR STANDARD ADVISORY NOTICE NO. 01-2005 STATING “The National Institute of Justice (NIJ) hereby advises that it has identified...Zylon®... as a material that appears to create a risk of death or serious injury as a result of degraded ballistic performance when used in body armor.” ON THE SAME DATE, THE NATIONAL INSTITUTE OF JUSTICE DECERTIFIED ALL VESTS CONTAINING ZYLON®.

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE. THIS NOTICE IS TO ADVISE YOU OF A PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT IN WHICH YOU MAY BE A CLASS MEMBER. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT THE SETTLEMENT, THE FINAL APPROVAL HEARING ON THE SETTLEMENT, AND YOUR RIGHTS. YOU SHOULD READ THE ENTIRE NOTICE CAREFULLY BECAUSE YOUR RIGHTS MAY BE AFFECTED.

CLAIMS DEADLINE: TO CLAIM YOUR BENEFITS YOU MUST SUBMIT A VALID CLAIM FORM BY AUGUST 5, 2006.

EXCLUSION DEADLINE: REQUESTS FOR EXCLUSION FROM THE CLASS AND THE SETTLEMENT MUST BE MAILED TO THE SETTLEMENT ADMINISTRATOR, *POSTMARKED ON OR BEFORE* APRIL 25, 2006

1. WHY ARE YOU RECEIVING THIS NOTICE?

You are receiving this Notice to advise you of certain benefits you may be entitled to receive pursuant to the settlement of a class action lawsuit styled Southern States Police Benevolent Assn., Inc. and Scott Martin, On Behalf of Themselves And All Others Similarly Situated vs. Gator Hawk Armor, Inc., In The Circuit Court For The Fourth Judicial Circuit, In And For Duval County, Florida, Case No. 2005-CA-001287 (the "Lawsuit").

The Court sent you this notice because you have a right to know about the proposed settlement and about your options, before the Court decides whether to approve the settlement.

This Notice describes the class action, provides a summary of the terms of the proposed settlement (the "Settlement") and advises of the date, time, and place of a hearing to be held by this Court to decide whether the Court will give final approval to the Settlement. All Class members who do not exclude themselves from the Settlement on a timely basis (as described below) will be entitled to Settlement benefits and will be bound by the orders issued by the Court regarding the Settlement.

On May 5, 2006, the Court will hold a hearing (the “Final Approval Hearing”) at 11:00 am in room 202, Duval County Courthouse, 330 East Bay Street, Jacksonville, Florida 32202 to decide whether to finally approve the Settlement, and for other related matters.

2. DESCRIPTION OF THE LAWSUIT

The lawsuit claims, among other things, that bullet resistant vests manufactured by Gator Hawk Armor, Inc. which contain Zylon fail to meet the performance characteristics for which they are warranted. The Defendant denies these claims. The proposed Settlement does not mean that the Defendant admits that it has done anything wrong or illegal. Nor has the Court found that Defendant violated the law.

The vests at issue were sold by Defendant and its distributors to state and local governments, law enforcement officers and others. The vests include, among others, the following popular models:

Gator Hawk Armor, Inc Concealable Vests Containing Zylon®
<ul style="list-style-type: none">• GH-2A-1023 (level IIA)• GH-2-1117 (level II)• GH-2-1023 (level II)• GH-3A-1023 (level IIIA)• GH-3A-1118 (level IIIA)

Gator Hawk Armor, Inc Tactical Vests Containing Zylon®
<ul style="list-style-type: none">• GH-3A-1023 (level IIIA)• GH-3A-1118 (level IIIA)

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people or organizations, called Class Representatives (in this case the Southern States Police Benevolent Association, Inc. and Scott Martin), sue on behalf of people and organizations who have similar claims. All of these people and organizations make up the Class or are Class Members. One Court resolves the issues for all Class members, except for those who exclude themselves. Circuit Court Judge Bernard Nachman is in charge of this class action.

4. HOW HAS THE LAWSUIT PROCEEDED?

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

Following the Certification Order, Plaintiffs and Defendant agreed to a settlement of the Lawsuit. There has been no trial of any of the claims in the Lawsuit and the Court has not determined whether any of Plaintiffs’ allegations or Defendant’s defenses are valid.

5. WHY IS THERE A PROPOSED SETTLEMENT?

In the opinion of Class Counsel, the Settlement is in the best interest of Class members. This is because the Settlement:

- Provides substantial benefits to Class members,
- Avoids the cost and delay that would come with prosecuting the case in Court, through lengthy appeals, etc., and
- Avoids uncertain outcome and risks.

In the opinion of Defendant’s Counsel, the Settlement is good because the Settlement:

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

WHO IS IN THE SETTLEMENT?

6. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

Judge Nachman decided that everyone who fits the following description is a Class Member:

All law enforcement personnel, organizations, and other individuals who purchased level IIA, II or IIIA Excel model ballistic resistant soft body armor containing Zylon®, more specifically described by model numbers GH-2A-1023, GH-2-1023, GH-3A-1023, GH-2-1117 and GH-3A-1118 manufactured and sold by Defendant or any of its subsidiaries or affiliated entities prior to certification of the Class on September 9, 2005 (the “Gator Hawk Zylon Vests”), excluding Defendant, Defendant’s affiliates, parents and subsidiaries, all directors, officials, agents, and employees of Defendant, Defendant’s distributors, federal agencies and any persons who have been physically injured as a result of alleged defects in the Gator Hawk Zylon Vests.

The Class is intended to include all Gator Hawk Zylon Vests sold by Defendant’s distributors because all such vests were manufactured by Defendant

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides:

A. Exchange Program for Concealable Vest Purchasers

Class Members who purchased *concealable* ballistic vests manufactured by Gator Hawk shall be entitled to the following.

Option A:

1. Replacement Vest Panels

Upon: (a) submitting *reasonable* proof of purchase (*reasonable* proof includes a receipt, cancelled check, credit card receipt, a purchase order, sales record, other credible evidence showing purchase, or a Class member showing his or her vest to the distributor and obtaining confirmation from the distributor reasonably acceptable to Defendant as to purchase), and (b) the return of both the front and back vest panels (**ALL CLASS MEMBERS WHO STILL HAVE THEIR ZYLON PANELS ARE REQUIRED TO RETURN THEM UPON RECEIPT OF THEIR REPLACEMENT PANELS. DEFENDANT WILL PROVIDE APPROPRIATE SHIPPING MATERIALS AND PAY FOR THEIR RETURN**), Class members shall be entitled to receive at no cost, new non-Zylon Gator Hawk Pro series ballistic panels, model numbers GH-II-0408 and GH-III A-0408 (“Replacement Vest”). Class members who originally purchased a level IIA Zylon vest shall be upgraded to level II replacement panels. All Class members who purchased a level II Zylon vest will receive level II replacement panels and all Class members who purchased a level IIIA Zylon vest will receive level IIIA replacement panels. **NOTE:** *All Class members who did not originally purchase a level IIIA vest have the option to upgrade to a level IIIA vest for an additional cost of \$49.50*

2. Voucher or Carrier

The replacement vests will consist of only the ballistic panels and not a replacement carrier. Class members electing Option A, however, will receive a fully-transferable \$55.00 voucher from Defendant applicable towards the purchase of any product manufactured by Gator Hawk at a product price of forty-five percent (45%) off the published retail price (i.e. state contract price). The published retail price of a standard Gator Hawk carrier is \$100.00 and thus, all Class members electing Option A will be entitled to receive new ballistic panels and a voucher sufficient to purchase a new standard carrier, or other product manufactured by Gator Hawk. In other words, Class members may already have good condition carriers and thus, have the option to use their voucher(s) to purchase other products, or to be used to purchase a carrier in the future.

Option B:

Class members may elect to receive a fully-transferable voucher from Defendant to be used towards the purchase of any ballistic vest system at a purchase price of forty-five percent (45%) off the published retail price for that product (i.e. state contract price). The vouchers will be valued as follows:

1. Class members who purchased their original Gator Hawk Zylon Vest(s) between January 30, 2005 and January 30, 2006 shall receive a voucher in the amount of \$385.00.
2. Class members who purchased their original Gator Hawk Zylon Vest(s) between January 30, 2004 and January 29, 2005 shall receive a voucher in the amount of \$308.00.
3. Class members who purchased their original Gator Hawk Zylon Vest(s) between January 30, 2001 and January 29, 2004 shall receive a voucher in the amount of \$231.00

B. Exchange Program For Tactical Vest Purchasers

Option A:

Class members who purchased Gator Hawk Excel *tactical* ballistic vests shall be entitled to the following:

Class members who purchased Gator Hawk Excel tactical vest(s) shall be entitled to receive, at no cost, a new set of Gator Hawk Pro tactical ballistic panels. Due to the customized construction of tactical vests and the longer durability of tactical carriers manufactured by Gator Hawk, replacement tactical panels will not come with a new carrier.

Option B:

Class members may elect to receive a fully-transferable voucher from Defendant to be used towards the purchase of any ballistic vest system at a purchase price of forty-five percent (45%) off the published retail price for that product (i.e. state contract price). The vouchers will be valued as follows:

1. Class members who purchased their original Gator Hawk tactical vest(s) between January 30, 2005 and January 30, 2006 shall receive a voucher in the amount of \$750.00.
2. Class members who purchased their original Gator Hawk tactical vest(s) between January 30, 2004 and January 29, 2005 shall receive a voucher in the amount of \$600.00.
3. Class members who purchased their original Gator Hawk tactical vest(s) between January 30, 2001 and January 29, 2004 shall receive a voucher in the amount of \$450.00.

IF YOU STILL HAVE YOUR ZYLON VEST, YOU MUST RETURN IT TO GATOR HAWK WHEN YOU RECEIVE YOUR NEW VEST.

- C. On-Going Testing and Other Remedial Action: Defendant further agrees to continue to test and evaluate its replacement vests pursuant to a testing methodology reasonably designed to ensure that the vests will perform in accordance with their warranties and NIJ certifications throughout the warranted period. In the event that such testing, or testing performed by the NIJ, demonstrates that some or all of the replacement vests will not perform in accordance with their warranties or NIJ certifications for their warranted period, then Defendant will implement an exchange program for such vest(s) on a reasonably comparable basis as that set forth in section this Stipulation, which exchange program will be presented to the Court for approval as to fairness, adequacy and reasonableness.
- D. 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 characteristic of the replacement vests. All such information will be made available by way of Defendant's website or promptly through Defendant's customer service, at no charge.

8. IF I PARTICIPATE IN THE SETTLEMENT, HOW LONG DO I HAVE TO RECEIVE BENEFITS AND HOW DO I REDEEM VOUCHERS?

In the event Class members have already replaced their Zylon vests, or have ordered new vests outside of this Settlement prior to August 5, 2006, such Class members may elect to have their replacement panels delivered in the future up to sixty months or until August 5, 2011. All Class members electing this option must return their original Zylon panels within 120 days of making this election.

All vouchers will be redeemable for sixty (60) months through Gator Hawk. All vouchers may be used for the purchase any product manufactured by Gator Hawk. Vouchers under this Settlement may not be combined and Class members receiving vouchers under Option B above may only purchase one vest system per voucher. In other words, Class members may wish to purchase other ballistic systems in the future or, for example, a Class member who purchased ten concealable ballistic vests may wish to purchase eight concealable vests and two tactical vests, and is willing to pay the additional associated costs to do so. Therefore, Class members may wish to elect Option B and receive vouchers to be used toward the purchase price of such purchases now or in the future.

9. WHAT AM I GIVING UP TO GET BENEFITS FROM THE SETTLEMENT?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Gator Hawk Armor, Inc. about the legal issues in *this case or which could have been brought in this case*. It also means that all of the Court's orders will apply to you and legally bind you. If you participate as a Class member in this case, you will have agreed to a **release of claims**, which describes the legal claims that you give up.

10. WHAT HAPPENS IF THE PROPOSED SETTLEMENT GETS TERMINATED?

The Stipulation of Settlement may be terminated. There are several ways the Settlement could be terminated. One way is if the Court does not approve or modifies the proposed Settlement. Should the Settlement be terminated, the lawsuit will proceed as if the Settlement had not been entered into and no benefits will be available to any Class members, unless a future settlement is reached or there is a judgment entered in favor of the Class, in which event you will receive another notice.

HOW YOU GET YOUR SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

11. HOW DO I GET BENEFITS FROM THE SETTLEMENT?

To qualify to receive benefits, you must send in a Claim Form. A Claim Form is included with this Notice. Read the instructions carefully, fill out the form, include copies of any documents the form requests, sign it, and mail it postmarked no later than **August 5, 2006**.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive benefits from this Settlement, but you want to keep the right to sue or continue to sue Defendant, on your own, regarding the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as opting-out of the settlement Class.

12. HOW DO I GET OUT OF THE SETTLEMENT

To exclude yourself from the Settlement, you must complete, sign and send the written "Request for Exclusion" form attached to this notice postmarked no later than **April 25, 2006**.

You can't exclude yourself on the phone or by email. **IF YOU EXCLUDE YOURSELF, YOU WILL NOT GET ANY SETTLEMENT BENEFITS.** If you exclude yourself, do not send in a claim form and ask for Settlement benefits. 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:

Gator Hawk Armor Class Action
Claims Administrator
PO Box 6515
Portland, Oregon 97228-6515
Telephone: 1(888) 697-3712

and mail a copy to:

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

Class members who timely and properly exclude themselves will not be bound by the Settlement. **IF YOU WISH TO RECEIVE BENEFITS PROVIDED BY THE SETTLEMENT, DO NOT SUBMIT A REQUEST FOR EXCLUSION.**

OBJECTING TO THE PROPOSED SETTLEMENT

You can tell that Court that you do not agree with the Settlement or some part of it. If you exclude yourself, you have no basis to object because the case no longer affects you.

13. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

If you are a Class member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views but may approve the Settlement anyway. If you wish to object to the Settlement, you must file your written objection with the Clerk of Court by mail postmarked no later than **April 25, 2006** to:

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

and you must mail of copy to:

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

The written objection must include:

- A statement of each objection asserted;
- A detailed description of the facts underlying each objection;
- A detailed description of the legal authorities, if any, supporting each objection;
- 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;
- A list of exhibits which the objector may offer during the Final Approval Hearing, along with copies of such exhibits, and
- A list of witnesses, if any, that the objector may call to give live testimony during the Final Approval Hearing and a summary of their anticipated testimony.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to speak.

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT

The Court will hold the Final Approval Hearing at 11:00 am on May 5, 2006, 2006 at the Duval County Courthouse, 330 East Bay Street, Jacksonville, Florida 32202 in room 202. At this hearing this Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. The Court may adjourn or reschedule the Final Approval Hearing without further notice to the Class.

15. DO I HAVE TO COME TO THE HEARING?

No. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary. If you attend the hearing, you may ask the Court for permission to speak at the hearing. To do so, you must file a "Notice of Intention to Appear at the Final Approval Hearing." It must be filed with the Duval County Clerk of Court, 330 East Bay Street, Room 103, Jacksonville, Florida 32202 by **April 25, 2006**. Your Notice of Intention to Appear at the Final Approval Hearing must include your name, address, telephone number and your signature, and must also be sent to Lead Class Counsel, W. Pitts Carr, at CARR, TABB, POPE, LLP 10 North Parkway Square, 4200 Northside Parkway, NW, Atlanta, Georgia 30327 and Defendant's Lead Counsel, Steven E. Chaykin, 201 S. Biscayne Boulevard, Suite 900, Miami, Florida 33131-4326.

THE LAWYERS REPRESENTING YOU

16. 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 below:

W. Pitts Carr, Esq.
David M. Cohen, Esq.
CARR, TABB & POPE, LLP
4200 Northside Parkway, Building 10
Atlanta, Georgia 30327
Lead Class Counsel

David Wiesenfeld
Fred Abbott
Aaron Metcalf
Abbott & Wiesenfeld, PA
2929 Plummer Cove Road
Jacksonville, Florida 32223
Class Counsel

17. HOW WILL THE LAWYERS BE PAID

At the Final Approval Hearing, counsel for Plaintiffs and the Class will apply to the Court for an award of attorneys' fees for legal services rendered and reimbursement of expenses of litigation not to exceed \$125,000.00, as well as stipends for the lead plaintiffs not to exceed \$1000.00 each. Any award of fees and expenses of litigation, as well as any stipends awarded to the lead plaintiffs, will be paid by the Defendant and not reduce the benefits available to the Class.

GETTING MORE INFORMATION

18. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This Notice contains only a summary of the Settlement. The terms of the Settlement are set forth in detail in the Stipulation of Settlement, which is available to the public to review at the Office of the Clerk of Court, 330 East Bay Street, Room 103, Jacksonville, Florida 32202. You may visit www.gatorhawkarmor.com/zylonreplacement to obtain a Claim Form plus other information to help you determine whether you are a Class Member and whether you are eligible to receive benefits. You may also contact the Claims Administrator at 1(888) 697-3712 for additional information or assistance in processing your Claim, or you may contact David M. Cohen, one of Plaintiffs Class Counsel at (404) 442-9000 x 116.

This Notice is issued pursuant to the Preliminary Approval Order issued by the Honorable Bernard Nachman, Circuit Judge, dated January 30, 2006.

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