

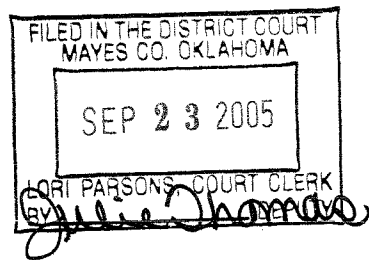
**IN THE DISTRICT COURT FOR MAYES COUNTY
STATE OF OKLAHOMA**

STEVEN W. LEMMINGS,)
and CITY OF PRYOR CREEK, et al.,)
on behalf of themselves and all other)
persons or entities similarly situated,)
Plaintiffs,)

CASE NO. CJ-2004-62
CLASS ACTION

vs.)

SECOND CHANCE BODY ARMOR,)
INC., TOYOBO COMPANY, LTD.,)
TOYOBO AMERICA, INC.,)
OKLAHOMA POLICE SUPPLY, INC.,)
JOHN DOE, INSURANCE)
COMPANIES, SELLERS,)
DISTRIBUTORS, ADVERTISERS,)
AND INDIVIDUALS,)
Defendants.)



FINAL ORDER AND JUDGMENT

This Court, having on February 9, 2005, entered an Order certifying a nationwide class for Plaintiffs' breach of warranty claims and an Oklahoma subclass for litigation of Plaintiffs' Consumer Protection Act, public nuisance, unjust enrichment and punitive damages claims, and having on July 12, 2005, entered an Order preliminarily approving a proposed class action settlement, subsequently conducted a Final Approval Hearing on September 23, 2005, to determine whether the Stipulation entered into on behalf of the Parties was fair, reasonable, adequate and in the best interests of the Class.¹ After considering: (i) the memoranda submitted on behalf of the respective Parties, (ii) the Stipulation and all exhibits thereto, (iii) the record of this proceeding, including the evidence

¹All capitalized terms used in this Order have the meaning as defined in the Stipulation of Settlement, dated July 11, 2005, which is incorporated herein by reference.

adduced at the hearing, (iv) the representations and argument of Counsel for the respective Parties, and (v) the relevant law, including but not limited to 12 O.S. §2023, and based upon the findings of fact and law identified below and implicit in this order:

IT IS ORDERED, ADJUDGED, AND DECREED that:

The Class

1. Pursuant to the Court's February 9, 2005 Order Certifying Class Action with Findings of Fact and Conclusions of Law, 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 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; and 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.

Notice to the Class Members

2. Pursuant to the Court's March 10, 2005 Order Granting Plaintiffs' Notice Plan, notice was sent to Class Members informing them of the Court's Order Certifying Class Action with Findings of Fact and Conclusions of Law and their rights therein. Plaintiffs' Notice Plan consisted of (a) sending direct mail notification by first class U.S. Mail a Long Form Notice of class certification to Class Members that could be identified by the Parties, (b) publication of a Summary Notice of class certification in law enforcement journals, (c) an outreach program to organizations, state attorneys general and Second Chance distributors seeking assistance in dissemination of the

notice of class certification, (d) making the Notice available on the internet website and (e) establishing a toll-free hotline through which Class Members could ask questions and request the Class Notice and other related documents. The Court determined that the notice plan complied in all respects with 12 O.S. §2023 and otherwise met the requirements of the United States Constitution, Oklahoma law, the Federal Rules of Civil Procedure and any other applicable rules of the Court and adequately advised Class Members of their rights associated with the certification of a national class.

3. A similar Notice Plan was implemented for purposes of the Settlement and is attached as Exhibit D to the Stipulation of Settlement. The Long Form Notice was sent directly to Class Members that could be identified by the Parties, as provided in the Notice Plan submitted by the Parties, and is attached as Exhibit E to the Stipulation of Settlement. Summary Notice was published as provided in the Notice Plan submitted by the Parties and is attached as Exhibit F to the Stipulation of Settlement. The Parties sought and obtained assistance with dissemination of the Notice from law enforcement organizations, state attorneys general and Second Chance distributors. The internet website and toll-free hotline were also established pursuant to the Notice Plan submitted by the Parties. This notice methodology, implemented pursuant to the Stipulation, complies in all respects with 12 O.S. §2023 and: (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the terms of the Proposed Settlement, their right to object to or exclude themselves from the Proposed Settlement and to appear at the Settlement Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets the

requirements of the United States Constitution, Oklahoma law, the Federal Rules of Civil Procedure and any other applicable rules of the Court;

Objections to Settlement

4. The two almost identical objections to the Settlement were withdrawn prior to the Final Approval Hearing;

Approval of the Settlement

5. The Parties and the Class Members have submitted to the jurisdiction of the Court for purposes of the Proposed Settlement; the Court has personal jurisdiction over the Parties and the Class Members; the Court has subject matter jurisdiction to release all claims and causes of action released in and by the Stipulation; and the Court has subject matter jurisdiction to approve the Stipulation, including all exhibits thereto;

6. The Stipulation was the result of extensive and intensive arm's length negotiations among highly experienced counsel, with the benefit of extensive fact and expert discovery and with full knowledge of the risks inherent in this litigation;

7. Counsel for the Class and Defendants were assisted by qualified experts in making a determination as to the fairness and adequacy of the Proposed Settlement, and the experts were prepared to testify if the case proceeded to trial;

8. The extensive oral and written discovery and independent investigation conducted in this litigation to date, and the factual record compiled, suffices to enable the Parties and the Court to make an informed decision as to the fairness and adequacy of the Proposed Settlement;

9. Under applicable law, including 12 O.S. §2023, the Stipulation was entered into in good faith, at arm's length, and is fair, reasonable and adequate and in the best interests of the Class;

10. The Proposed Settlement is fair, reasonable and adequate in light of the complexity, expense and likely duration of the litigation, in light of the risks involved in establishing liability and damages, and in maintaining a class action through trial. The Court further finds that the best interest of the Class is served by this class action settlement, rather than by proceeding with individual claims. The Court hereby declares: (i) the Stipulation to be binding on all Class Members; and (ii) the Stipulation to be preclusive in all pending and future lawsuits or other proceedings. The Parties and their counsel are hereby directed to comply with and consummate the terms of the Stipulation;

11. Each and every term and condition of the Stipulation and the Stipulation as a whole, including its exhibits, is approved as proposed and the Stipulation is made part of this Final Order and Judgment and is to be effective, implemented and enforced as provided in the Stipulation;

12. As part of the implementation of the Stipulation, the Parties will submit a second notice or Election of Benefits form to be sent by direct mail to those Class Members who registered with the Claims Administrator, as set forth in the Class Notice. This Election of Benefits form will provide an estimate of each Class Member's share of the Settlement Fund and allow them to elect to take that portion of the Settlement Fund or to take an Armor Holding Voucher, as set forth in the Settlement. The Election of Benefits form will also provide relevant information for Class Members, including instructions for completing and submitting the form and important information regarding the National Institute of Justice's recent report and changes in bulletproof vest certification requirements. The Parties have asked for a two week grace period to allow Class Members affected by Hurricane Katrina to register and then propose to submit an Elections of Benefits form to the

Court for approval prior to disseminating it to Class Members. The Court approves of this procedure.

Release and Dismissal of Related Actions

12. All claims of the Class as set forth in the Stipulation, under the terms and conditions of the Stipulation, against each of the Releasees are hereby dismissed, with prejudice, each party to bear its own costs, and Releasees are forever discharged from any claims or liabilities relating to the Related Actions and/or the Released Claims, in accordance with the Stipulation and Release;

13. Defendants Toyobo Co., Ltd. and Toyobo America, Inc. are hereby dismissed with prejudice from the class action captioned *Lemmings, et al. v. Second Chance Body Armor, et al.*, No. CJ-2004-64 (District Court for Mayes County, Oklahoma) in accordance with the terms of the Stipulation;

14. The Parties will move to dismiss Toyobo Co., Ltd. and Toyobo America, Inc. from the remaining Related Actions with prejudice by agreement between the Parties within ten (10) business days of this Order and without attorneys' fees and costs to any party except as provided in the Stipulation and in this Order;

15. The Court hereby bars and enjoins: (i) all Class Members and all persons acting on behalf of or in concert or participation with such Class Members, from filing, commencing, prosecuting, intervening in or participating in any lawsuit in any jurisdiction on behalf of any Class Member, based upon or arising from any of the Released Claims asserted in the Related Actions or which could have been asserted in the Related Actions; and (ii) all putative Class Members who have not timely and validly excluded themselves from the Class, and all persons or organizations acting on behalf of or in concert or participation with such Class Members from bringing a class action on

behalf of any Class Members or seeking to certify a class which includes any Class Members in any lawsuit (including by seeking to amend a pending complaint to include class action allegations, or seeking class certification in a pending action) based upon or arising from any of the Released Claims asserted in the Related Actions, or which could have been asserted in the Related Actions;

Attorney Fees, Costs and Incentive Awards

16. The team of attorneys representing the Plaintiffs and Related Action Plaintiffs consisted of 25 law firms which spent over 20,000 hours of professional time pursuing this litigation. The combined lodestar of this team of attorneys is \$5,139,316.97, which is low in comparison to what has been achieved in this litigation. Class Counsel expended \$1,117,060.70 in costs pursuing this litigation. The Parties stipulated to the payment of attorneys' fees and costs in the amount of \$9,400,000.00. The Court finds counsel's application for payment of attorneys fees and costs fair and reasonable. The Court orders payment of \$9,400,000.00, as agreed to by the Parties, to Class Counsel for attorneys fees and costs to be paid by Defendants;

17. The Court hereby approves payment of an incentive award in the amount of \$60,000.00 to the Plaintiffs and the Related Action Plaintiffs to be paid by Defendants and allocated among Plaintiffs and the Related Action Plaintiffs by Class Counsel as follows:

Steven W. Lemmings	\$5500.00
City of Pryor Creek	\$5500.00
Chief Nichols	\$5500.00
City of Bridgeton	\$2500.00
Mark LaBrosse	\$4000.00
Patrick Johnson	\$2500.00
Lanny Roberts	\$1500.00
Bryan Barnes	\$2500.00

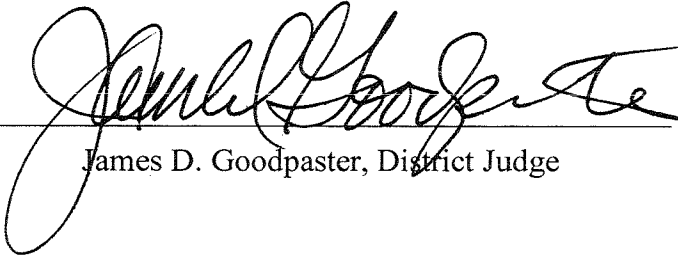
Patrick Scannell	\$2500.00
Jack Jordan	\$2000.00
William Javins	\$2000.00
Craig Nutter	\$2000.00
Buchanan County	\$2000.00
Brent Crittenden	\$1500.00
SSPBA	\$3500.00
Dawn Habel	\$1000.00
Gerald Wakefield	\$1000.00
Alan Kitzens	\$1000.00
Marquenta A. Sands	\$1000.00
Mike Bookser (on behalf of the Bellevue Police Department)	\$1000.00
Charles Bollinger	\$1000.00
Parke County Sheriff's Dept.	\$1000.00
Mark E. Hansen	\$1000.00
Kevin Dizon	\$1000.00
Irma Ellis	\$1000.00
Dean R. Hess	\$1000.00
Toby Darby	\$1000.00
Keith Stonebraker	\$1000.00
Steven Ellis	\$1000.00
Carlos Santillan	\$1000.00

The incentive awards to Jack Jordan, William Javins and Craig Nutter shall be donated to the Nitro Policemen's Benefit Fund, as requested by those three individuals.

Continuing Jurisdiction

18. The Court retains continuing and exclusive jurisdiction over the Parties to the Stipulation for all purposes necessary or proper: (i) for the consummation, administration, supervision, interpretation, construction and/or enforcement of the Stipulation and the Final Order and Judgment; (ii) to protect and effectuate the Final Order and Judgment; and (iii) for any other necessary purpose.

JUDGMENT RENDERED AND SIGNED in Mayes County, Oklahoma, on this 23rd day of September, 2005.


James D. Goodpaster, District Judge

I, Lori Parsons, Court Clerk for Mayes County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the Court Clerk's Office of Mayes County, Oklahoma,

this 23 day of Sept, 2005

By  Lori Parsons
Deputy Court Clerk