

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
BUSINESS LITIGATION SESSION

NATHAN J. BUXTON, GABRIEL)
RODRIGUEZ, LES L. UNGER and LOUIS)
RUBINS, Individually and on Behalf of All)
Others Similarly Situated,)
)
Plaintiff,)

No. 12-1190 BLS

vs.)

ZOLL MEDICAL CORPORATION, JAMES)
W. BIONDI, THOMAS M. CLAFLIN II,)
ROBERT J. HALLIDAY, RICHARD A.)
PACKER, JUDITH C. PELHAM, LEWIS H.)
ROSENBLUM, BENSON F. SMITH, JOHN J.)
WALLACE, ASAHI KASEI)
CORPORATION, ASAHI KASEI)
HOLDINGS US, INC., and ASCLEPIUS)
SUBSIDIARY CORPORATION,)
)
Defendants.)

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF CLASS ACTION AND HEARING ON PROPOSED SETTLEMENT

TO: ALL HOLDERS AND ALL OWNERS, INCLUDING ALL RECORD HOLDERS AND/OR BENEFICIAL OWNERS, OF COMMON STOCK OF ZOLL MEDICAL CORPORATION (“ZOLL” OR THE “COMPANY”), THEIR RESPECTIVE SUCCESSORS AND PREDECESSORS IN INTEREST, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS AND SUCCESSORS AND ASSIGNS, WHO HELD ZOLL COMMON STOCK AT ANY TIME BETWEEN AND INCLUDING SEPTEMBER 1, 2011 THROUGH AND INCLUDING APRIL 26, 2012, BUT EXCLUDING DEFENDANTS, THEIR IMMEDIATE FAMILY MEMBERS, AND/OR THEIR RESPECTIVE AFFILIATES (THE “CLASS” AND EACH MEMBER THEREOF A “CLASS MEMBER”).

THIS NOTICE WAS SENT TO YOU BY ORDER OF THE COURT. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS ACTION. IF YOU ARE A CLASS MEMBER, YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION, AND THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT DESCRIBED BELOW.

IF YOU HELD COMMON STOCK OF ZOLL FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO THE BENEFICIAL OWNER.

This Notice is not a lawsuit against you. You are not being sued. You have received this Notice because you may be a member of the settlement class described in this Notice.

I. PURPOSE OF THIS NOTICE

This Notice of Pendency and Proposed Settlement of Class Action and Hearing on Proposed Settlement (the “Notice”) is given pursuant to an Order of the Superior Court of Suffolk County, Massachusetts, Business Litigation Session (the “Court”) entered in the above-captioned action (the “Action”) on November 6, 2012 (the “Order for Notice and Scheduling of Hearing on Settlement”). The terms and conditions of the settlement (the “Settlement”) are embodied in a Stipulation of Settlement (the “Stipulation”) entered into on October 9, 2012, by and between: (i) Lead Plaintiff Gabriel Rodriguez, and Plaintiffs Nathan J. Buxton, Les L. Unger, and Dr. Louis Rubins (collectively, “Plaintiffs”) (on behalf of themselves and each of the Class Members) by and through their counsel of record (“Plaintiffs’ Counsel”), and (ii) Defendants James W. Biondi, Thomas M. Claflin II, Robert J. Halliday, Richard A. Packer, Judith C. Pelham, Lewis H. Rosenblum, Benson F. Smith, John J. Wallace (the “Individual Defendants”) as well as ZOLL, Asahi Kasei Corporation (“Buyer”), Asahi Kasei Holdings US, Inc. (“HoldCo”), and Asclepius Subsidiary Corporation (“Merger Sub”) (collectively the “Defendants” and together with the Plaintiffs, the “Parties”). The purpose of this Notice is to inform you of (i) the pendency and proposed Settlement by means of the Stipulation entered into by the Parties, (ii) the Court’s conditional certification of a class for purposes of the Settlement, and (iii) your right to participate in a hearing to be held on February 11, 2013 at 3:00 p.m. (the “Settlement Hearing”), before the Court located at the Suffolk County Courthouse, Three Pemberton Square, Room 1309, Boston, Massachusetts 02108 to: (i) determine whether, for settlement purposes only, the Court’s conditional certification of the non-opt-out Class, pursuant to Massachusetts Rule of Civil Procedure 23, should be made final; (ii) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable and adequate; (iii) determine whether judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Action with prejudice; and (iv) hear and determine other matters relating to the proposed Settlement.

The Court has determined that for purposes of the Settlement only, the Action shall be conditionally maintained as a non-opt-out class action pursuant to Massachusetts Rule of Civil Procedure 23 on behalf of the Class, that Lead Plaintiff Gabriel Rodriguez shall be certified as the settlement class representative (the “Class Representative”), and that Plaintiffs’ Lead Counsel, Robbins Geller Rudman & Dowd LLP, shall be certified as settlement class counsel (“Class Counsel”).

This Notice describes the rights that you may have pursuant to the Settlement and what steps you may take, but are not required to take, in relation to the Settlement.

If the Court approves the Settlement, the Parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice on the merits as to all Defendants and releasing claims in accordance with the terms of the Stipulation.

The Court has reserved the right to adjourn the Settlement Hearing, or any portion thereof, without further notice to the Class other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Class Members.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON THE STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

II. HISTORY AND BACKGROUND OF THE SETTLEMENT

On March 12, 2012, ZOLL announced that it had signed a definitive Agreement and Plan of Merger, dated as of March 12, 2012 (the “Merger Agreement”), with Buyer, HoldCo, and Merger Sub, pursuant to which and subject to the conditions therein Merger Sub would be merged with and into ZOLL, with ZOLL surviving as a wholly-owned subsidiary of Buyer (the “Merger”). Buyer and Merger Sub are affiliates of HoldCo. Under the terms of the Merger Agreement, shares of ZOLL’s public stock would be cancelled and

automatically converted into the right to receive \$93.00 per share in cash upon surrender of the certificate representing such share in the manner provided in the Merger Agreement;

Between March 15, 2012 and March 25, 2012, four plaintiffs filed class actions against various defendants in connection with the transactions contemplated by the Merger Agreement. Three of those suits are captioned *Buxton v. ZOLL Medical Corp., et al.* (Case No. 12-0995); *Rodriguez v. ZOLL Medical Corp.* (Case No. 12-1004); and *Rubins v. ZOLL Medical Corp., et al.* (Case No. 12-1014), each of which was brought in the Massachusetts Superior Court, Middlesex County. A fourth suit was filed in the United States District Court for the District of Massachusetts captioned *Unger v. Packer, et al.* (Case No. 12-cv-10543). Each of the suits named as defendants some or all of ZOLL, Buyer, HoldCo, Merger Sub, and the Individual Defendants, who were members of the ZOLL Board of Directors, and alleged that the Defendants named therein breached and/or aided and abetted the breach of fiduciary duties to the Company shareholders by seeking to sell the Company through an allegedly unfair process and for an unfair price and on unfair terms. The suits sought, among other things, equitable relief that would enjoin the Merger, rescission of the Merger Agreement (to the extent it has already been implemented), as well as attorneys' fees and costs. Two of the suits also sought damages.

Between March 15, 2012 and March 26, 2012, certain of the Parties engaged in arm's length negotiations regarding expedited discovery and schedule of proceedings.

On March 26, 2012, a fifth complaint, captioned *Buxton v. ZOLL Medical Corp., et al.* (Case No. 12-1190 BLS), was filed in the Business Litigation Session ("BLS") of the Superior Court Department in Suffolk County, Massachusetts. The *Buxton* complaint asserts the same claims and seeks the same injunctive relief as the four previous complaints filed.

On March 26, 2012, the Company submitted and filed a Schedule 14D-9 Solicitation and Recommendation (the "14D-9") to the United States Securities and Exchange Commission ("SEC") in connection with the contemplated Merger.

On March 28, 2012, the parties to the BLS case filed with the BLS a proposed Stipulation and Order that, among other things, provided for the dismissal of the four previously filed actions, appointing Gabriel Rodriguez as Lead Plaintiff for the putative class of ZOLL shareholders, designating Robbins Geller Rudman & Dowd LLP as Lead Counsel for the putative class, appointing an Executive Committee of Plaintiffs' Counsel, and providing for certain expedited discovery to be exchanged by the parties and an agreed upon schedule for expedited proceedings, including (i) the production of certain documents by Defendants to Plaintiffs' Counsel on an expedited basis to be completed April 6, 2012; (ii) the production of certain documents by Plaintiff to counsel for Defendants ("Defense Counsel") on an expedited basis to take place before April 6, 2012; and (iii) depositions on an expedited basis to take place before April 13, 2012.

On March 29, 2012, the plaintiffs in the BLS action filed an Amended Class Action Complaint, adding allegations that the Company and the Board breached their fiduciary duties by failing to disclose material information concerning the transactions contemplated by the Merger Agreement in the 14D-9.

On April 3, 2012, the Parties entered into and filed a Protective Order protecting the confidentiality of any discovery material, which was approved and entered by the Court on April 18, 2012.

Pursuant to the expedited schedule, Defendants produced nearly 2,000 pages of documents to Plaintiffs' Counsel, which Plaintiffs' Counsel reviewed and analyzed. Plaintiffs produced to Defendants' Counsel documents sufficient to demonstrate the shareholdings of each of the named plaintiffs. The deposition of Defendant Richard A. Packer was taken on April 9, 2012, and the deposition of Ivan Pirzada (principal in the mergers and acquisitions advisory practice at Brown Brothers Harriman, financial advisor to ZOLL) was taken on April 5, 2012. The deposition of Lead Plaintiff Gabriel Rodriguez was taken on April 10, 2012.

Plaintiffs' Counsel have represented that they retained and consulted with a financial advisor to assist them in prosecuting the Action, and in conducting discovery, including reviewing documents and preparing for depositions, and to assist in evaluating the terms of any potential settlement of the Action, including on the terms set forth in the Stipulation filed with the Court.

After the exchange of confidential settlement communications, counsel for the Parties engaged in arm's-length negotiations and, on April 12, 2012, reached an agreement-in-principle concerning the proposed settlement of the Action, the terms of which were set forth in a Memorandum of Understanding ("MOU") dated April 13, 2012. On the basis of information available to them, including publicly available information, their investigation, the discovery referenced herein, and consultation with their independent expert, Plaintiffs' Counsel took into consideration the strengths and weaknesses of Plaintiffs' claims and determined that the settlement terms in the Stipulation are fair, reasonable, and adequate, and in the best interests of ZOLL's public stockholders.

Pursuant to the Merger Agreement, on March 26, 2012, Asahi Kasei and Merger Sub commenced a tender offer to purchase all outstanding shares of ZOLL's common stock at a price of \$93.00 per share in cash, net to the holder thereof, without interest and subject to the applicable withholding of taxes, upon the terms and subject to the conditions set forth in the Merger Agreement;

On April 23, 2012, Asahi Kasei announced that the initial offering period expired at 12:00 Midnight, New York City time at the end of Friday, April 20, 2012. As of such time, an aggregate of approximately 20,916,921 Shares were tendered into, and not withdrawn from, the Offer (including 3,088,887 Shares tendered by notices of guaranteed delivery, a portion of which were not ultimately tendered) representing approximately 93.82% of the outstanding Shares and approximately 86.08% of the outstanding Shares calculated on a fully diluted basis;

On April 23, 2012, Asahi Kasei commenced a subsequent offering period for all remaining untendered Shares, which expired at 12:00 Midnight, New York City time, at the end of Wednesday, April 25, 2012. An aggregate of 20,745,382 Shares were validly tendered in the initial tender offer and the subsequent offering period, which represented approximately 93.05% of the Company's issued and outstanding Shares;

On April 26, 2012, pursuant to the terms and subject to the conditions of the Merger Agreement, Merger Sub filed articles of merger with the Secretary of State of the Commonwealth of Massachusetts, whereby Merger Sub was merged with and into ZOLL effective as of 5:30 p.m. EDT on April 26, 2012; Defendants have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law of any kind or engaged in any of the wrongful acts alleged in the Actions. Defendants have expressly maintained that they have diligently and scrupulously complied with their fiduciary and other legal duties. ZOLL, Buyer, HoldCo, and Merger Sub further have denied and continue to deny that they have aided and abetted any violation of law of any kind or engaged in any of the wrongful acts attributed to them in the complaints filed in the Actions. Defendants specifically deny that any applicable rule, statute, regulation, or law requires any further supplemental disclosure or any other settlement consideration, but have agreed in principle to the settlement set forth herein to avoid potential delay and the substantial burden, expense, risk, inconvenience and distraction of continued litigation, and to fully and finally resolve all claims brought, or that could have been brought, in the Actions or otherwise. Defendants have indicated that they entered into the Stipulation solely to eliminate the burden and expense of further litigation.

III. THE PROPOSED SETTLEMENT

In consideration for the full settlement and release of all Settled Claims (as defined in the Stipulation), Defendants have provided additional disclosures recommended by Plaintiffs, in a supplement to the 14D-9, which was filed with the SEC on or about April 13, 2012.

Defendants have also agreed that all costs and expenses incurred in providing this Notice to the Class Members are being paid by Defendants (or any successor thereof).

The full terms of the Settlement are set forth in the Stipulation (see Section X below).

If you are a Class Member, you (1) will be bound by any judgment entered in these Action whether or not you actually receive this Notice; and (2) may not opt out of this Class.

IV. ORDER AND FINAL JUDGMENT

At the Settlement Hearing, the Parties will jointly ask the Court to enter an Order and Final Judgment which will, among other things:

- a. approve the Settlement pursuant to Massachusetts Rule of Civil Procedure 23;
- b. authorize and direct performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement;
- c. make final the Court's previous conditional determination to (i) certify the non-opt-out Class, for settlement purposes only, pursuant to Massachusetts Rule of Civil Procedure 23, and (ii) designate Lead Plaintiff Gabriel Rodriguez, as the representative of the Class, and Lead Counsel, Robbins Geller Rudman & Dowd LLP, as counsel for the Class;
- d. grant the releases described more fully below in accordance with the terms of the Stipulation;
- e. permanently bar and enjoin the Plaintiffs and all members of the Class from asserting, commencing, prosecuting or continuing, either directly, indirectly, individually, representatively, or in any other capacity, any of the Settled Claims (as defined below) as against any and all Released Parties (as defined below);
- f. dismiss the Action with prejudice; and
- g. reserve jurisdiction over all matters relating to the administration and effectuation of the Settlement.

In the event that the Court does not enter the Final Judgment approving the Settlement for any reason whatsoever, or if that Judgment is modified, vacated, or reversed on appeal, then the Settlement shall be null and void. The full and complete description of the terms and conditions of the Settlement may be found in the Stipulation, which is on file with the Court.

V. RELEASES

The Stipulation provides that, as of the date when the Court's Order and Final Judgment approving the Settlement is finally affirmed on appeal or is no longer subject to appeal (the "Effective Date of the Settlement"), the following claims will be completely discharged, dismissed with prejudice on the merits, settled and released, and barred by injunction to the fullest extent permitted by law: any and all known and unknown claims of every nature and description whatsoever, whether or not concealed or hidden, against any and all Defendants and their respective past, present or future direct or indirect parent entities, affiliates, subsidiaries or families, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, other advisors, consultants, accountants, investment banks, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, insurers, co-insurers, reinsurers, associates, heirs, executors, trusts, trustees, partners, partnerships, general or limited partners or partnerships, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, managing directors, managing agents, joint ventures, managing members, members, managers, heirs, personal or legal representatives, estates, beneficiaries, distributes, foundations, fiduciaries, administrators, predecessors, predecessors-in-interest, and assigns (collectively, the "Released Parties"), which have been or could have been asserted by or on behalf of Plaintiffs in the Action or by any and all of the members of the Class (collectively, the "Releasing Parties"), whether individual, class, direct, derivative, representative, legal, equitable or any other type or in any other capacity based upon, arising from, or related to the claims or allegations in the Action including, but not limited to, claims or allegations based upon, arising from, or related to the acts, facts or the events alleged in the Action, including without limitation, all aspects or terms of the Merger or the Merger Agreement, the disclosures made or disclosure obligations of any of the Defendants or Released Parties in connection with the Merger or the Merger Agreement (including any amendment thereto), including claims

related to disclosures about appraisal rights or disclosures affecting the decision whether to seek or elect appraisal, the Disclosures contemplated in the Stipulation (including, but not limited to, any claims arising under federal or state statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States and including any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provision of the federal or state securities laws and any rule or regulation issued pursuant thereto, relating to alleged fraud, breach of care, breach of loyalty, breach of fiduciary duty however labeled, misrepresentation or omission, negligence or gross negligence, quasi-appraisal, breach of contract, breach of trust, corporate waste, ultra vires acts, unjust enrichment, improper personal benefit, aiding and abetting, violations of federal or state securities laws, or otherwise) (collectively, the “Settled Claims”); provided, however, that the Settled Claims shall not include the right of any party to enforce this Settlement or for members of the Class, on an individual basis, to seek appraisal rights, to the extent available, pursuant to Section 13.02 of the Massachusetts Business Corporations Act.

The release extends to claims that the Releasing Parties do not know or suspect to exist at the time of the release, which if known, might have affected the decision to enter into the release. Plaintiffs and each member of the Class shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims. Plaintiffs, for themselves and on behalf of the Class, shall be deemed to relinquish, to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date of the Settlement, the Released Parties similarly release Plaintiffs, all members of the Class and Plaintiffs’ Counsel from any and all claims, including unknown claims, against them arising out of or pertaining to the initiation, prosecution and resolution of the Actions (“Defendants’ Claims”).

The release of Defendants’ Claims extends to claims that the Released Parties do not know or suspect to exist at the time of the release, which if known, might have affected the decision to enter into the release. The Released Parties shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims. The Released Parties shall be deemed to relinquish, to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

VI. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS, INCLUDING BROKERS AND OTHER NOMINEES

The Court has requested that record holders of common shares of ZOLL included in the Class who held such common shares for the benefit of others (including, for example, brokerage firms and banks), at any time between and including September 1, 2011 through and April 26, 2012, (i) send this Notice to all of their respective beneficial owners of such shares within ten (10) days after receipt of the Notice, or (ii) send a list of the names and addresses of such beneficial owners to GCG (the “Notice Administrator”) within seven (7) days of receipt of the Notice:

ZOLL Medical Corporation Merger Litigation
c/o GCG
PO Box 35033
Seattle, WA 98124-3500

If you are such a record holder and you choose to mail the Notice yourself, you may obtain from the Notice Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing, by requesting such copies at the address listed above. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred in connection with the research of records and (1) the generating of labels or electronic media, or (2) the mailing of this Notice, and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate, itemized documentation to the Notice Administrator at the address listed above.

VII. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND EXPENSES

Plaintiffs and Plaintiffs' Counsel intend to petition the Court for an award of fees and expenses in connection with the Action (the "Fee Application"). Defendants have reserved all rights with respect to the Fee Application. The Fee Application shall be Plaintiffs' and/or Plaintiffs' Counsel's sole application for an award of fees or expenses in connection with any litigation concerning the Merger. Final resolution by the Court of the Fee Application is not a precondition to the dismissal of the Action in accordance with the Stipulation, and the Stipulation provides that the Fee Application may be considered separately from the proposed Settlement. The failure of the Court to approve the Fee Application in whole or in part shall have no effect on the Settlement.

The attorneys' fees and expense award will *not* reduce the amounts payable to stockholders in the Merger.

VIII. THE SETTLEMENT HEARING

The Settlement Hearing will be held on February 11, 2013 at 3:00 p.m., before the Honorable Janet L. Sanders, at Suffolk County Courthouse, Three Pemberton Square, Room 1309, Boston, Massachusetts 02108.

IX. YOUR RIGHT TO APPEAR AND OBJECT AT THE SETTLEMENT HEARING

Any Class Member may, but is not required to, appear at the Settlement Hearing in person or by counsel and be heard in support of, or in opposition to, the Settlement. However, no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or, if approved, the Order and Final Judgment to be entered thereon, unless that Person (a) has served on the following counsel, such that they are received by such counsel on or before fourteen (14) calendar days before the Settlement Hearing, (i) a written notice of objection, including a written notice of his, her or its intention to appear if he, she or it intends to do so, (ii) proof of his, her or its membership in the Class, (iii) a written statement of the position he, she or it will assert, (iv) the reasons for his, her or its position, and (v) copies of any papers, briefs or other matter they wish the Court to consider:

ROBBINS GELLER RUDMAN
& DOWD LLP
Cullin A. O'Brien
120 E. Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Lead Counsel for Plaintiffs and Class Counsel

GOODWIN PROCTER LLP
Deborah S. Birnbach
53 State Street
Boston, MA 02109
Counsel for Defendants ZOLL Medical Corporation, James W. Biondi, Thomas M. Claflin II, Robert J. Halliday, Richard A. Packer, Judith C. Pelham, Lewis H. Rosenblum, Benson F. Smith, and John J. Wallace

CHOATE, HALL & STEWART LLP
Michael T. Gass
Two International Place
Boston, Massachusetts 02110
Counsel for Defendants Asahi Kasei Corporation, Asahi Kasei Holdings US, Inc., and Asclepius Subsidiary Corporation

Such Person shall also file with the Clerk of this Court no later than fourteen (14) calendar days before the Settlement Hearing a proof of service of such notice and papers upon the above-listed counsel. Any Person who fails to object in the manner provided above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection, including any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation, in this or any other action or proceeding, unless otherwise ordered by the Court. Any Class Member who does not object to the Settlement or any other matter to be considered at the Settlement Hearing need not do anything at this time.

X. EXAMINATION OF PAPERS

This Notice is not all-inclusive. The references in this Notice to the pleadings in this Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, the claims that have been asserted by Plaintiffs, and the terms and conditions of the Settlement, you may refer to the Stipulation and the other papers on file with the Court in the Action. You or your attorney may examine the Court's files during regular business hours of each business day at the office of the Clerk of the Superior Court of Suffolk County, Massachusetts, at the Suffolk County Courthouse, Three Pemberton Square, Boston, MA 02108.

IF YOU HAVE ANY QUESTIONS, PLEASE MAKE ALL INQUIRIES TO:

Rick Nelson
Shareholder Relations
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
1-800-449-4900

PLEASE DO NOT CONTACT THE COURT DIRECTLY

Dated: November 6, 2012

DISTRIBUTED BY ORDER OF THE SUPERIOR COURT OF
SUFFOLK COUNTY, MASSACHUSETTS, BUSINESS
LITIGATION SESSION