



UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,
PLAINTIFFS' COUNSEL'S MOTION FOR ATTORNEYS' FEES
AND EXPENSES, AND HEARING REGARDING SETTLEMENT**

YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT IF YOU PURCHASED AT LEAST ONE SHARPS CONTAINER DIRECTLY FROM TYCO OR COVIDIEN, INC. DURING THE PERIOD BETWEEN OCTOBER 4, 2001 AND AUGUST 29, 2008.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- In *Natchitoches Parish Hospital Service District v. Tyco International, Ltd., et al.*, Docket No. 05-cv-12024 (PBS) (D. Mass.) (“Lawsuit”), direct purchasers of Sharps Containers sued Tyco International, Ltd., Tyco International (US) Inc., Tyco HealthCare Group LP, the Kendall Healthcare Products Co. and Covidien, Inc. (together “Covidien” or “Defendants”) alleging that Covidien violated the antitrust laws relating to the sale of Covidien’s Sharps Containers. Covidien Sharps Containers are products sold by Covidien (or by its predecessor, Tyco Healthcare) that are used for the disposal of needle-inclusive biohazardous medical products, such as syringes, blood collection devices, and IVs.
- This Court has allowed the Lawsuit to be brought as a class action on behalf of:
 - All persons who purchased Sharps Containers directly from Covidien or Defendants at any time between October 4, 2001 and August 29, 2008.
 - The Class excludes Covidien (and Defendants) and its parents, subsidiaries and affiliates.
- This Court has preliminarily approved a proposed settlement of the Lawsuit (the “Settlement”) between Covidien and the Class. The Settlement provides for payment of \$32,500,000.00 (thirty-two million five hundred thousand dollars) into an escrow account (the “Settlement Fund”), and the allocation of the net Settlement Fund to the members of the Class. The Settlement also permits Plaintiffs’ counsel to apply for an award of attorneys’ fees and reimbursement of expenses out of the Settlement Fund, and incentive awards to named Plaintiffs out of the Settlement Fund, as approved by the Court.
- The Court has scheduled a hearing to consider final approval of the Settlement, the plan for allocating the Settlement Fund to members of the Class (summarized in Question 8 below), and Plaintiffs’ counsel’s request for reimbursement of expenses and for attorneys’ fees and incentive awards to named Plaintiffs out of the Settlement Fund. The hearing, before United States District Court Judge Patti B. Saris, has been scheduled for March 10, 2010, at 2:00 p.m. (Eastern Standard Time), at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Courtroom 19, Boston, MA 02210.
- This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Settlement Agreement, dated January 15, 2010 (the “Settlement Agreement”). A complete copy of the Settlement Agreement is available through any of the methods listed in response to Question 20 below.



PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A CLASS MEMBER TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT MAY AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT OR ANY ASPECT OF THE RELIEF REQUESTED PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU CAN DO NOTHING. NO ACTION IS NECESSARY NOW TO RECEIVE PAYMENT.	If the Settlement is approved by the Court and you are a Class Member, you will not need to do anything right now to receive a payment. Accompanying this Notice, or shortly thereafter, a Proof of Claim and Release form will be mailed to all members of the Class setting out each Class Member's recovery from the Settlement Fund. The portion, if any, of the Settlement Fund to be allocated to you will be calculated on a <i>pro rata</i> basis based on your Class Purchases of Sharps Containers during the Class Period as part of the implementation of the Settlement. To receive your share, you will need to sign, complete and return the Proof of Claim and Release ("Claim Form") as directed.
OBJECT TO THE SETTLEMENT	If you object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you do not approve of the Settlement or any aspect of the relief requested.
GO TO A HEARING	If you have submitted a written objection to the Settlement, you may (but do not have to) attend the Court hearing about the Settlement and present your objection to the Court. You may attend the hearing even if you do not file a written objection, but you will only be allowed to speak at the hearing if you file written comments in advance of the hearing.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.



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SUMMARY OF SETTLEMENT

A Settlement Fund consisting of \$32,500,000.00 (thirty-two million five hundred thousand dollars) in cash, plus interest, is being established in this case. The net cash amount in the Settlement Fund, after payment of any taxes, expenses, Court-approved attorneys' fees and costs, and any incentive awards to the named Plaintiffs who served as class representatives in this case, will be allocated among Class Members *pro rata*, according to a Plan of Allocation, approval of which will simultaneously be sought from the Court as part of the Settlement.

As with any litigated case, Plaintiffs would face an uncertain outcome if this Lawsuit were to continue against the Defendants. Continued litigation could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all.

Throughout this case, the Plaintiffs and the Defendants have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the Plaintiffs were to prevail at trial. The Defendants have denied and continue to deny the claims and contentions alleged by the Plaintiffs, that they are liable at all to the Class, or that the Class has suffered any damages for which the Defendants could be legally responsible. Nevertheless, the Defendants have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the Lawsuit be fully and finally settled as to them on the terms and conditions set forth in the Settlement Agreement.

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you may have purchased Sharps Containers directly from Covidien or Defendants between October 4, 2001 and August 29, 2008.

You may have previously received an earlier notice that explained that the Court had allowed, or "certified," a class action lawsuit in this case. That earlier notice explained the basis for the Lawsuit and the legal rights and options that you could exercise before the Court held a trial. It also gave you an opportunity to exclude yourself, or "opt out" of the Lawsuit by mailing an exclusion notice to Berdon Claims Administration by July 21, 2009.

You have received this Notice because, as a potential member of the Class certified by the Court, you have a right to know about the Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be allocated among Class Members according to a Court-approved Plan of Allocation (summarized below in Question 9). This Notice describes the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

This Lawsuit claims that Covidien violated federal antitrust laws with respect to the sale of its Sharps Containers. Plaintiffs allege that Defendants entered into unlawful contracts, including sole source agreements with Group Purchasing Organizations that allowed Defendants to substantially foreclose competition in the United States market for Sharps Containers and maintain a monopoly in the Sharps Container market. Plaintiffs allege that, as a result of this conduct, direct purchasers paid artificially inflated prices for Defendants' Sharps Containers. Plaintiffs seek treble damages, attorneys' fees and costs.

Covidien denies these allegations. Covidien claims that its conduct was lawful, and that its contracts with Group Purchasing Organizations benefited consumers and resulted in lower prices.

The class action is known as *Natchitoches Parish Hospital Service District, v. Tyco International, et al.*, Civ. Action No. 05-12024 PBS. Judge Patti B. Saris of the United States District Court for the District of Massachusetts is overseeing this class action.



3. What is a class action?

In a class action, one or more entities called “Class Representatives” sue on behalf of other entities with similar claims. In this case, there are two Class Representatives: Natchitoches Parish Hospital Service District and JM Smith Corporation d/b/a/ Smith Drug Company. The Class Representatives and the entities on whose behalf they have sued are together a “Class” or “Class Members.” They are also called the Plaintiffs.

The companies that have been sued are called the Defendants. In this case, there are four Defendants: Tyco International, Ltd., Tyco International (US), Inc.; Tyco HealthCare Group LP; and The Kendall HealthCare Products Company.

In a class action lawsuit, one Court resolves the issues for everyone in the Class, except for those who exclude themselves from the Class by a Court-imposed deadline, a process which has already taken place (the deadline for exclusion was July 21, 2009).

4. Why is this Lawsuit a class action?

The Court has decided that this Lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

Specifically, the Court has found that:

- The Class Members have common legal or factual issues relating to the claims in this case.
- The claims of the Class Representatives are typical of the claims of the rest of the Class.
- The Class Representatives and the lawyers representing the Class will fairly and adequately protect the Class’s interests.
- The common legal questions and facts are more predominant than questions affecting only individual members of the Class, and this class action will be more efficient than individual lawsuits.

5. What has happened in the case so far?

Extensive fact and expert discovery has been taken in this Lawsuit. The Court granted the Plaintiffs’ motion for class certification on August 29, 2008. The Court also denied Tyco’s motion for summary judgment on November 20, 2009. Trial was commenced on December 7, 2009 and proceeded for thirteen days before the Settlement was reached.

6. Why is there a Settlement?

This Settlement is the product of extensive negotiations between Plaintiffs’ and Defendants’ counsel. After years of working on the case, and after thoroughly investigating the facts and legal issues involved, and after extensive mediation with an independent mediator and thirteen days of trial, the Defendants agreed to pay a total of \$32.5 million dollars to resolve the antitrust claims the Plaintiffs brought against them. The Court has not decided in favor of Plaintiffs or Defendants. The Class Representatives and the lawyers representing them and the Class believe that the \$32.5 million cash Settlement is fair and in the best interests of all Class Members. By agreeing to the Settlement, the parties will avoid the cost of completing the trial against each other and avoid the risks that they would lose the trial, and risks involved with subsequent appeals. As a result of the Settlement, Class Members will be guaranteed compensation without undue delay.

7. How do I know whether I am part of the Settlement?

The proceeds of this Settlement will be allocated only to members of the Class on a *pro rata* basis, and then only according to a Court-approved Plan of Allocation. You are a member of the Class if you fall within



the Class definition approved by United States District Court Judge Patti B. Saris. In her Order certifying the Class in this case, Judge Saris decided that all persons who purchased Sharps Containers directly from Defendants in the United States at any time between October 4, 2001 and August 29, 2008 are members of the Class. Judge Saris excluded from the Class the Defendants and their parents, subsidiaries and affiliates.

If you are not sure whether you are included, you may call or write to the claims administrator or the lawyers in this case at the telephone number, address, or web site listed in Questions 12 and 20 below.

8. What does the settlement provide?

A Settlement Fund consisting of \$32.5 million in cash, plus interest, has been established in this case. The net amount in the Settlement Fund, after payment of (and establishment of reserves for) any taxes and Court-approved costs, attorneys' fees, and expenses, including any Court-approved incentive awards to be paid to the Class Representatives, will be allocated to Class members according to a Plan of Allocation to be approved by the Court. Generally, the Class Representatives and the Class members will release the Defendants from all claims arising out of conduct that was or could have been asserted in the Lawsuit regarding Class Purchases.

All costs, fees and expenses related to this litigation and the Settlement are to be paid solely out of the proceeds of the Settlement Fund. Plaintiffs' counsel intend to seek, solely from the Settlement Fund, attorneys' fees totaling up to 33 1/3% of the Settlement Fund plus the reimbursement of reasonable costs and expenses incurred in the prosecution of the Lawsuit. Plaintiffs' counsel's application for an award of attorneys' fees will be filed with the Court and made available for download and/or viewing on or before February 23, 2010 on the following Internet websites maintained by Plaintiffs' counsel and the Claims Administrator: www.garwingerstein.com and www.berdonclaims.com, respectively. An application will also be made to the Court for an incentive award of thirty-five thousand dollars (\$35,000.00) each for the two Class Representatives, to compensate them for their participation in, and prosecution of, this case on behalf of the Class, which has included, among other things, production of documents and electronic data, providing written discovery responses, supplying affidavits, regular communication with counsel, and participation in the trial. Plaintiffs' counsel will file their application for an award of attorneys' fees, reimbursement of costs and expenses, and for incentive awards for the Class Representatives with the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210 on or before February 23, 2010. The application will be available for inspection during normal business hours at the office of the Clerk, in addition to the websites noted above.

This is only a summary of the proposed Settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement, including the releases, is on public file with the United States District Court for the District of Massachusetts at the above address during normal business hours and is also available for download and/or viewing on the following Internet sites maintained by Plaintiffs' counsel and the Claims Administrator: www.garwingerstein.com and www.berdonclaims.com, respectively.

The Court has scheduled a Fairness Hearing on March 10, 2010 in order to determine whether the proposed Settlement, request for attorneys' fees and costs, and Class Representative incentive awards should be finally approved. If the Court finally approves the Settlement, the Court will also establish a Plan of Allocation that will be followed to distribute the net Settlement Fund to Class Members, following the payment of attorneys' fees and expenses, costs, taxes, and any incentive awards for the Class Representatives.

9. How much will my payment be?

Your share of the net Settlement proceeds will depend on the dollar amount of Sharps Containers that you purchased from Defendants during the Class Period (October 4, 2001 to August 29, 2008). Those who had more purchases will get more money than those who had fewer purchases. Specifically, all Class members will receive a *pro rata* share of the net Settlement Fund in proportion to their Class Purchases. Each Class



member’s proportionate, *pro rata* recovery will be determined using a Court-approved Plan of Allocation. You are not responsible for calculating the amount you may be entitled to receive under the Settlement. This calculation will be done using electronic sales data provided by Defendants during the Lawsuit as part of the implementation of the Settlement.

Money from the Settlement will only be distributed to Class Members if the Court grants final approval of the Settlement.

10. How can I get a payment?

Class Members are asked to verify the accuracy of the information in the accompanying Proof of Claim Form and Release (“Claim Form”), and to sign and return the form according to the directions on the Form, which will also include a release of claims against the Defendants. **The completed and signed Claim Form must be completed and postmarked on or before May 10, 2010.** If the Settlement is approved by the Court, the Claims Administrator will use information in the Claim Form to process each Class Member’s *pro rata* share of the Settlement Fund.

11. When would I get my payment?

Payment is conditioned on several matters, including the Court’s approval of the Settlement and such approval being final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the net Settlement Fund will be allocated to Class Members on a *pro rata* basis pursuant to the Plan of Allocation as soon as possible after final approval has been obtained for the Settlement. Any appeal of the final approval could take several years. Any accrued interest on the Settlement Fund will be included, *pro rata*, in the amount paid to the Class Members. The Settlement Agreement may be terminated on several grounds, including if the Court does not approve or materially modifies the Settlement. Should the Settlement Agreement be terminated, the Settlement will be terminated and the Lawsuit will proceed as if the Settlement had not been reached.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Judge Saris previously decided that the law firms listed below, together with some other law firms, are qualified to represent you and all Class Members. The law firms are called “Class Counsel.” These and the other law firms serving as Class Counsel are experienced in handling similar cases against other companies. You will not be charged directly by any of these law firms.

Garwin Gerstein & Fisher LLP
 1501 Broadway
 Suite 1416
 New York, NY 10011
 (212) 398-0055
www.garwingerstein.com

Odom & Des Roches, LLP
 Poydras Center, Suite 2020
 650 Poydras Street
 New Orleans, LA 70130
 (504) 522-0077
www.odrlaw.com

The Smith Foote Law Firm
 720 Murray Street
 Post Office Box 1632
 Alexandria, LA 71309
 (318) 445-4480
www.smithfoote.com

Gold, Weems, Bruser,
 Sues & Rundell
 2001 MacArthur Drive
 Alexandria, LA 71301
 (318) 445-6471
www.goldweems.com



13. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense.

14. How will the lawyers be paid?

If the Court approves the Settlement, the Court will be asked to approve a fee to Class Counsel and reimburse them for the costs and expenses they have incurred in conducting the litigation solely out of the Settlement Fund. Plaintiffs’ counsel intend to seek, solely from the Settlement Fund, attorneys’ fees of up to 33 1/3% of the gross Settlement Fund. In addition, Plaintiffs’ counsel intend to seek from the Settlement Fund reimbursement of reasonable costs and expenses incurred in the prosecution of this case. If the Court grants Plaintiffs’ counsel’s requests, the fees and expenses would be deducted from the Settlement Fund, and thus no Class member will be asked to pay attorneys’ fees or expenses out of pocket in connection with this Lawsuit.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. (Eastern Standard Time) on March 10, 2010, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Courtroom 19, Boston, MA 02210. At this hearing, the Court will consider: (1) whether the Settlement is fair, reasonable and adequate; (2) the proposed Plan of Allocation for the Settlement Fund among Direct Purchaser Class members; (3) Plaintiffs’ counsel’s application for an award of attorneys’ fees and reimbursement of expenses; and (4) the application for incentive awards for the Class Representatives. If there are objections, the Court will consider them. Judge Saris will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

16. How do I tell the Court that I don’t like the Settlement?

If you do not like the Settlement or any of its provisions, you may tell the Court that you object to the Settlement. Objecting is simply telling the Court that you do not like something about the Settlement. If you object, you can give reasons why you think the Court should not approve the Settlement, the attorneys’ fee request, or any other aspect of the relief requested, and the Court will consider your views. To object, you must send a letter via first class U.S. Mail stating that you object to the Settlement. You must include in a prominent location the name of the case (*Natchitoches Parish Hospital Service District v. Tyco International, Ltd., et al.*), the Case No. (*Civ No. 05-12024 PBS*) and the Judge’s name (Hon. Patti B. Saris). Be sure to include your name, address, telephone number, your signature and the reasons you object to the settlement. Mail the objection so that it is **postmarked no later than March 1, 2010**, to *Natchitoches Parish Hospital Service District v. Tyco International, Ltd., et al.*, Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. You must also send a copy of your objection to Plaintiffs’ counsel and to counsel for Defendants, whose addresses are:

Bruce E. Gerstein, Esq.
Elena K. Chan, Esq.
Garwin Gerstein & Fisher LLP
1501 Broadway, Suite 1416
New York, NY 10036

James Donato, Esq.
Shearman & Sterling LLP
525 Market Street
Suite 1500
San Francisco, CA 94105

On behalf of Plaintiffs’ Counsel,
Plaintiffs and the Class

On behalf of Defendants



17. Do I have to come to the Fairness Hearing?

No. Plaintiffs’ counsel (the lawyers representing the Plaintiffs and the Class) will answer any questions that Judge Saris may have. You may attend the Fairness Hearing at your own expense. If you send a written objection, you do not have to come to the Court to talk about it. So 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.

18. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. Otherwise, you will not be allowed to speak at the hearing. If you wish to speak at the Fairness Hearing, or you wish to have an attorney representing you at your own expense speak at the hearing, you must mail a Notice of Intention to Appear, **postmarked no later than March 1, 2010** to the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. Your Notice of Intent must include in a prominent location the name of the case (*Natchitoches Parish Hospital Service District v. Tyco International, Ltd., et al.*), the Case No. (*Civ No. 05-12024*) and the Judge’s name (Hon. Patti B. Saris). Be sure to include your name, address, telephone number, and your signature. You must also send a copy of your request to Plaintiffs’ counsel and to counsel for Defendants, whose addresses are:

Bruce E. Gerstein, Esq.	James Donato, Esq.
Elena K. Chan, Esq.	Shearman & Sterling LLP
Garwin Gerstein & Fisher LLP	525 Market Street
1501 Broadway, Suite 1416	Suite 1500
New York, NY 10036	San Francisco, CA 94105

On behalf of Plaintiffs’ Counsel, Plaintiffs and the Class	On behalf of Defendants
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IF YOU DO NOTHING

19. What happens if I do nothing at all now?

If you are a Class Member and you do nothing, you will participate in the Settlement as described in this Notice if the Settlement is approved. However, in the future, you will need to sign and return the Claim Form once it is sent to you.

GETTING MORE INFORMATION

20. How do I get more information?

Requests for additional copies of this Notice should **not** be directed to the Court, but should be directed to the Claims Administrator at:

Sharps Direct Purchaser Antitrust Litigation
 c/o Berdon Claims Administration, LLC
 P.O. Box 9014
 Jericho, NY 11753-8914
 Toll-free Phone: 800-766-3330
 Fax: 516-931-0810
 Website: www.berdonclaims.com



Any questions which you have concerning the matters contained in this Notice may be directed in writing to:

Bruce E. Gerstein, Esq.
Elena K. Chan, Esq.
Garwin Gerstein & Fisher LLP
1501 Broadway, Suite 1416
New York, NY 10036

This Notice summarizes the proposed Settlement. The complete Settlement is set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement or any other documents relating to the proposed Settlement (such as the motion seeking the Court's preliminary approval of the Settlement and the motion seeking payment to Plaintiffs' counsel of attorneys' fees, costs, and expenses), in any one of the following ways:

- by making a written request to the counsel listed in response to question 13;
- by visiting the following Internet website maintained by Direct Purchaser Plaintiffs' counsel: www.garwingerstein.com;
- by contacting the Claims Administrator by mail at: Sharps Direct Purchaser Antitrust Litigation, c/o Berdon Claims Administration, LLC, P.O. Box 9014, Jericho, NY 11753-8914; by toll-free phone at: 800-766-3330; by fax at: 516-931-0810; or by visiting the website at: www.berdonclaims.com;
- by visiting in person the office of the Clerk of the United States District Court for the District of Massachusetts.

If your name or address needs to be corrected, you must notify the Claims Administrator **in writing** by mail at: Sharps Direct Purchaser Antitrust Litigation, c/o Berdon Claims Administration, LLC, P.O. Box 9014, Jericho, NY 11753-8914; by fax at 516-931-0810; or via the website at www.berdonclaims.com.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

Dated: January 29, 2010

BY ORDER OF THE COURT



Natchitoches Parish Hospital Service District v. Tyco International, Ltd. et al.
United States District Court for the District of Massachusetts
Civil Action No. 05-12024 (PBS)

DIRECT PURCHASER
PROOF OF CLAIM AND RELEASE

Must be received by Claims Administrator postmarked no later than May 10, 2010

PLEASE READ CAREFULLY

I. INTRODUCTION

A. By Order dated January 19, 2010, the Court in this case preliminarily approved a settlement with Defendants Tyco International, Ltd., Tyco International (US) Inc., Covidien, Inc. (formerly known as Tyco HealthCare Group LP) and the Kendall Healthcare Products Co. (together “Covidien” or “Defendants”) for \$32.5 million (thirty-two million five hundred thousand dollars) (the “Settlement Agreement”). The accompanying Notice of Proposed Settlement of Class Action, Plaintiffs’ Counsel’s Request for an Award of Attorneys’ Fees and Reimbursement of Expenses, and Hearing Regarding Settlement (“Settlement Notice”) summarizes both the litigation and the terms of the Settlement Agreement. A copy of the Settlement Notice is available at www.berdonclaims.com and www.garwingerstein.com.

B. The purpose of this Proof of Claim Form and Release is to ensure that you are able to participate in the distribution of the Settlement Fund, net of attorneys’ fees and expenses to be awarded by the Court, and claims administration costs (referred to below as the “Net Settlement Fund”). In order for the Claims Administrator to make the proper calculation of your *pro rata* share of the Net Settlement Fund, please either (1) ascertain whether the total amount of Sharps Container purchases in units and dollars, drawn from Defendants’ transactional sales records produced in the litigation, is accurate (**this information is available upon request; please see Section VIII for instructions**), or (2) submit the data requested in Section VI.

II. GENERAL INSTRUCTIONS

A. To receive any proceeds from the Net Settlement Fund, Class Members must complete this Proof of Claim and Release and sign it under penalty of perjury. The claims of Class Members who fail to file a timely, complete, and properly addressed Proof of Claim and Release may be rejected, and the Class Member may be precluded from any recovery. The completed and signed Proof of Claim and Release **must be postmarked on or before May 10, 2010** and mailed to the Claims Administrator at:

Sharps Direct Purchaser Antitrust Litigation
c/o Berdon Claims Administration, LLC
P.O. Box 9014
Jericho, NY 11753-8914

B. All inquiries regarding your claim should be directed to the Claims Administrator, as indicated above.

C. All Class Members who did not previously seek exclusion from the Class are bound by the terms of the judgment entered in this action regardless of whether they submit a Proof of Claim and Release.

D. If you previously submitted a timely Request for Exclusion from the Class, you are not in the Class, and are not entitled to share in the Net Settlement Fund. Please **do not** submit a Proof of Claim and Release.



III. CLAIM FORM INSTRUCTIONS

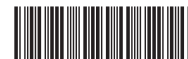
CLASS MEMBERS' QUALIFYING PURCHASES OF SHARPS CONTAINERS

A. The Plaintiffs' economic expert has calculated an estimate of each Class Member's qualifying purchases of Sharps Containers as reported in Covidien's transactional sales database.

B. Each Claimant may request a copy of the economic expert's estimate prepared for their claim, in order to ascertain whether the total amount of Sharps Container purchases in units and dollars is accurate (**please refer to Section VIII for further instructions**). If you agree that the total purchase volume computed for your company is accurate, you should complete Section V of the Proof of Claim Form, sign it in Section VII, and mail it to the Claims Administrator, **postmarked no later than May 10, 2010**. If you choose to file your claim based on Option A Section V), you will not be required to produce any purchase data, but you will be waiving the right to challenge or appeal the Claims Administrator's determination regarding your *pro rata* distribution amount on the grounds that the distribution amount would have been different had it been calculated using your own purchase records.

C. If you believe the total purchase volume listed for your company is not accurate, you may file your claim based on Option B, as described in Section VI below.

D. **Allocation Method:** Each Class Member who submits a valid claim will receive a proportionate share of the Net Settlement Fund based on their total purchase volume of Sharps Containers during the Class Period.



Natchitoches Parish Hospital Service District v. Tyco International, Ltd. et al.
United States District Court for the District of Massachusetts
Civil Action No. 05-12024 (PBS)

Please print (or type) clearly in blue or black ink

SHARPS

IV. CLAIMANT IDENTIFICATION

Name of Beneficial Purchaser (as appears on invoices)

Address

(If purchases were made in a name other than the Claimant's name, please attach documentation of your right to assert a claim with respect to those purchases.)

Tax Identification Number: _____
(If you fail to include this tax information, your claim may be rejected.)

Person to contact if there are questions regarding this claim:

Daytime Phone Number: () _____

Fax Number: () _____

E-Mail Address: _____

V. SUMMARY OF PURCHASE INFORMATION – OPTION A

A. Two options are available to members of the Class who wish to file a claim in connection with this litigation.

B. You may choose to file your claim based on the information drawn from Defendants' transactional sales records. This information included total purchases of Sharps Containers made directly from Covidien or its predecessor, Tyco Healthcare, during the period October 4, 2001 through August 29, 2008. **If you wish to review this information for accuracy, please refer to Section VIII** of this claim form.

C. Check here if you choose to file your claim based on the information drawn from Defendants' transactional sales records. *(Please proceed to Section VII.)*

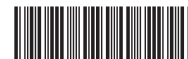
VI. SUMMARY OF PURCHASE INFORMATION – OPTION B

A. If you choose to file your claim based on your own internal records, please list each purchase of Sharps Containers during the period October 4, 2001 through August 29, 2008 and provide the following information:

Date of Purchase Month/Day/Year	Supplier	Quantity Purchased	Total Cost
Total of Units & Costs:		-----	-----

DETACH HERE





B. If your purchase record during the Class Period exceeds 50 transactions, your purchase information must be provided in an electronic file. Acceptable file formats include: (1) Excel spreadsheet, and (2) tab-delimited text file. Your data file must include all required purchase information and be structured in the same format as above.

C. You must submit valid documentation in support of the purchases claimed in the above schedule (or the accompanying data file). Acceptable documentation includes copies of: (1) purchase invoices; or (2) internal purchase records or ledgers certified by your purchasing (accounts payable) department or an independent accountant. All documentation is subject to review and evaluation by the Claims Administrator.

VII. SUBMISSION TO JURISDICTION OF THE COURT

RELEASE

A. By signing below, you confirm that you release and forever discharge Tyco and its present and former parents, subsidiaries, divisions, departments, affiliates, stockholders, officers, directors, employees, agents and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the “Released Parties”) from any and all claims, rights, demands, obligations, damages, actions or causes of action, or liabilities whatsoever, known or unknown, fixed or contingent, in law or in equity, (1) arising under 15 U.S.C. §§ 1, 2 and 14 concerning the sale by Tyco of Tyco Sharps Container Products to the Class Members for Class Purchases from the beginning of time through the date of the Settlement Agreement, January 15, 2010, or (2) that have been or could have been asserted by the Plaintiffs or any member of the Class either in the Class Action in this Court or in any other action or proceeding in this Court or any other court or forum arising out of, or based upon, the conduct alleged in the Class Action Complaint, filed October 5, 2005 (the “Complaint”) or in any other complaint or pleading filed in this action arising out of or based upon the same conduct alleged in this Class Action Complaint, whether based on federal, state, local, statutory, or common law, or any other law, rule, or regulation for Class Purchases, or (3) arising from or related in any way to the administration, allocation, or distribution of the Settlement Fund (collectively, the “Released Claims”). Upon this Settlement Agreement becoming final in accordance with its terms, each member of the Class will be deemed to have covenanted and agreed that it shall not, hereafter, seek to establish liability against any Released Party based, in whole or in part, upon any of the Released Claims.

B. In addition, you hereby expressly release and forever discharge upon this Settlement Agreement becoming final, any and all provisions, rights and benefits conferred by § 1542 of the California Civil Code, which states:

Section 1542. Certain Claims Not Affected by General Release. 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;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. You may hereafter discover facts other than or different from those which you know or believe to be true with respect to the claims which are the subject matter of this Release, but you hereby expressly waive and fully, finally and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent claim, whether or not concealed or hidden; without regard to the subsequent discovery or existence of such different or additional facts.

C. By signing the Claim Form, you also are verifying that you have not assigned or transferred any matter released, pursuant to this release or any other part or portion thereof. You are further verifying under penalty of perjury that the information provided in this Proof of Claim and Release is accurate and complete.

D. By signing below, I am agreeing to submit to the jurisdiction of the United States District Court for the District of Massachusetts with respect to the claim I am making as a Class Member and for purposes of enforcing the Release set forth in this Proof of Claim and Release. I declare under penalty of perjury under the laws of the United States of America that the foregoing information provided by the undersigned is true and correct and that this Proof of Claim and Release was executed:

_____, _____ at _____, _____
 Month Day Year City State

 (Sign your name here)

 (Type/Print your name here)

 (Type/Print your company name here.
 Please include all related entities)

 (Capacity of person signing, e.g., President, Partner)

DETACH HERE





VIII. REQUEST FOR SHARPS CONTAINER PURCHASE VOLUME ESTIMATES

To request your Sharps Container purchase data summarized by the economic experts, please provide the information requested below and send this form to the Claims Administrator, by mail at Sharps Direct Purchaser Antitrust Litigation, c/o Berdon Claims Administration LLC, P.O. Box 9014, Jericho, NY 11753-8914; by fax at 516-931-0810; or by e-mail at www.berdonclaims.com (click on "Contact Us").

Name of Beneficial Purchaser (as appears on invoices)

Address

Tax Identification Number: _____

Contact Person: _____

Daytime Phone Number: () _____

Fax Number: () _____

E-Mail Address: _____

**ACCURATE PROCESSING OF CLAIMS MAY TAKE SUBSTANTIAL TIME
THANK YOU IN ADVANCE FOR YOUR PATIENCE**

Reminder Checklist:

1. Please sign the above release and declaration on page 14.
2. **If you elect to rely on the purchase volume estimates derived by Plaintiffs' expert**, Empiris LLC, complete the request form above and send it to the Claims Administrator.
3. **If you elect to submit your own Sharps Container purchase data**, remember to attach copies of supporting documentation.
4. Keep a copy of the completed claim form and documentation for your records.
5. Remember to submit your Proof of Claim and Release to the Claims Administrator **postmarked no later than May 10, 2010**.
6. If you want an acknowledgement of your claim, please send it Certified Mail, Return Receipt Requested, or its equivalent. You will bear all risks of delay and non-delivery of your claim.
7. If your address changes in the future, this was addressed to an old or incorrect address, or if please send us **written** notification of your new address.
8. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at:

Sharps Direct Purchaser Antitrust Litigation
 c/o Berdon Claims Administration, LLC
 P.O. Box 9014
 Jericho, NY 11753-8914
 Toll-free Phone: 800-766-3330
 Fax: 516-931-0810
 E-mail: www.berdonclaims.com ("Contact Us")

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Jericho, NY 11753-8914



IMPORTANT LEGAL INFORMATION

SHARPS