

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

In re COOPER COMPANIES, INC. SECURITIES) LITIGATION) _____)	No. SACV-06-00169-CJC(RNBx) <u>CLASS ACTION</u>
This Document Relates To:))) ALL ACTIONS.) _____)	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF THE COOPER COMPANIES, INC. ("COOPER") DURING THE PERIOD COMMENCING ON JULY 28, 2004 THROUGH NOVEMBER 21, 2005, INCLUSIVE

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM POSTMARKED ON OR BEFORE DECEMBER 23, 2010.

This Notice of Proposed Settlement of Class Action ("Notice") has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Central District of California (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of cases that have been consolidated by the Court as part of *In re Cooper Companies, Inc. Securities Litigation*, under lead Case No. SACV-06-00169-CJC(RNBx) (the "Litigation") and of the hearing (the "Settlement Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the settlement as set forth in the Stipulation of Settlement among Lead Plaintiffs and Defendants, dated as of July 28, 2010 (the "Stipulation") on file with the Court.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of Defendants or the merits of the claims or defenses asserted by or against Defendants. This Notice is solely to advise you of the pendency of the Litigation and the proposed settlement thereof and of your rights in connection therewith.

I. STATEMENT OF PLAINTIFFS' RECOVERY

The proposed settlement will result in the creation of a cash settlement fund in the principal amount of Twenty-Seven Million Dollars (\$27,000,000.00), plus any interest that may accrue thereon (the "Settlement Fund").

The Settlement Fund, subject to deduction for, among other things, costs of class notice and administration and certain taxes and tax related expenses and for attorneys' fees, costs, and expenses as approved by the Court, will be available for distribution to Class Members. Your recovery from this fund will depend on a number of variables, including the number of shares of Cooper common stock you purchased or otherwise acquired during the period commencing on July 28, 2004 through November 21, 2005, inclusive, and the timing of your purchases and any sales. In the unlikely event that 100% of the shares purchased or acquired by Class Members and entitled to a distribution under the Plan of Allocation described below participate in the settlement, the estimated average distribution per share of Cooper common stock will be approximately \$0.68 before deduction of Court-approved fees and expenses. Historically, actual claim rates are lower than 100%, resulting in higher per share distributions.

II. STATEMENT OF POTENTIAL OUTCOME

Lead Plaintiffs and Defendants do not agree on the average amount of damages per share, if any, that would have been recoverable if Lead Plaintiffs were to have prevailed on each claim alleged. Defendants deny that they are liable in any respect or that plaintiffs suffered any injury. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Cooper common stock was allegedly artificially inflated (if at all) during the Class Period; (4) the amount by which the price of Cooper common stock was allegedly artificially inflated (if at all) during the Class Period; (5) the effect of various market forces influencing the trading price of Cooper common stock at various times during the Class Period; (6) the extent to which external factors influenced the trading price of Cooper common stock at various times during the Class Period; (7) the extent to which the various matters that Lead Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Cooper common stock at various times during the Class Period; and (8) the extent to which the various allegedly adverse material facts that Lead Plaintiffs alleged were omitted influenced (if at all) the trading price of Cooper common stock at various times during the Class Period.

III. REASONS FOR SETTLEMENT

Lead Plaintiffs believe that the proposed settlement is a good recovery and is in the best interests of the Class. Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that the Class would not have prevailed on any of its claims, in which case the Class would receive nothing. Also, the amount of damages recoverable by the Class was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Litigation gone to trial, Defendants would have asserted that any losses of Class Members were

caused by non-actionable market, industry, or general economic factors. Defendants would have also asserted that throughout the Class Period the uncertainties and risks associated with the purchase of Cooper common stock were fully and adequately disclosed. The proposed settlement provides an immediate benefit to Class Members, and will avoid the years of delay that would likely occur in the event of a contested trial and appeals.

IV. STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT

Lead Plaintiffs' counsel have not received any payment for their services in conducting this Litigation on behalf of the Lead Plaintiffs and the Members of the Class, nor have they been fully paid for their expenses incurred. If the settlement is approved by the Court, Plaintiffs' Lead Counsel will apply to the Court for attorneys' fees of 24.3% of the Settlement Fund and expenses not to exceed \$1,550,000.00 to be paid from the Settlement Fund. If the amount requested is approved by the Court, the average cost per share of common stock will be \$0.20. In addition, one of the Lead Plaintiffs may seek up to \$60,000.00 in reimbursement of its time and expenses incurred in representing the Class.

V. IDENTIFICATION OF ATTORNEYS' REPRESENTATIVES

For further information regarding this settlement, you may contact a representative of Plaintiffs' Lead Counsel: Rick Nelson, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900.

VI. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the "Settlement Hearing") will be held on December 13, 2010, at 1:30 p.m., before the Honorable Cormac J. Carney, United States District Judge, Courtroom 9B, United States District Court, Central District of California, Southern Division, Ronald Reagan Federal Building and U.S. Courthouse, 411 W. Fourth Street, Santa Ana, CA 92701. The purpose of the Settlement Hearing will be to determine: (1) whether the proposed settlement, as set forth in the Stipulation, consisting of Twenty-Seven Million Dollars (\$27,000,000.00) in cash should be approved as fair, reasonable, and adequate to the Members of the Class; (2) whether the proposed plan to distribute the settlement proceeds (the "Plan of Allocation") is fair, reasonable, and adequate; (3) whether the application by Plaintiffs' Lead Counsel for an award of attorneys' fees and expenses should be approved and whether the expenses of one of the Lead Plaintiffs should be reimbursed; and (4) whether the Judgment, in the form attached to the Stipulation, should be entered herein. The Court may adjourn the Settlement Hearing from time to time and without further notice to the Class.

VII. DEFINITIONS USED IN THIS NOTICE

As used in this Notice, the following terms have the meanings specified below. Any capitalized terms not specifically defined in this Notice shall have the meanings set forth in the Stipulation. In the event of any inconsistency between any definition set forth below or elsewhere in this Notice and any definition set forth in the Stipulation, the definition set forth in the Stipulation shall control.

1. "Authorized Claimant" means any Class Member who, in accordance with the terms of the Stipulation, is entitled to a distribution from the Settlement Fund pursuant to any Plan of Allocation or any order of the Court.

2. "Claims Administrator" means the firm of Gilardi & Co. LLC.

3. "Class" means all Persons or entities who purchased or otherwise acquired Cooper common stock from July 28, 2004 through November 21, 2005, inclusive. Excluded from the Class are Defendants, herein, members of the immediate family of Defendants, any entity in which any Defendant has a controlling interest and the legal affiliates, representatives, heirs, controlling persons, successors and predecessors in interest or assigns of any such excluded party.

4. "Class Member" or "Member of the Class" mean a Person who falls within the definition of the Class as set forth in ¶1.3 of the Stipulation and who did not request exclusion from the Class in accordance with the procedures established by the Court in connection with the notice of pendency dated October 13, 2009, and previously sent to the Class.

5. "Class Period" means the period commencing on July 28, 2004 through November 21, 2005, inclusive.

6. "Defendants" means Cooper, A. Thomas Bender, Robert S. Weiss, and Gregory A. Fryling.

7. "Individual Defendants" means A. Thomas Bender, Robert S. Weiss, and Gregory A. Fryling.

8. "Lead Plaintiffs" means the UNITE HERE National Retirement Fund, Wayne County Employees' Retirement System, and United Food and Commercial Workers Union Local 880-Retail Food Employers Joint Pension Fund.

9. "Person" means an individual, corporation, limited liability company, professional corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity together with their spouses, heirs, predecessors, successors, representatives, or assignees of any of the foregoing.

10. "Plaintiffs' Lead Counsel" means Robbins Geller Rudman & Dowd LLP, Keith F. Park, X. Jay Alvarez, Jonah H. Goldstein, G. Paul Howes, Darryl J. Alvarado, Maureen E. Mueller, 655 West Broadway, Suite 1900, San Diego, CA 92101.

11. "Plan of Allocation" means a plan or formula of allocation of the Settlement Fund, to be approved by the Court, whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of or provision for expenses of notice and administration of the settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses, and interest as may be awarded by the Court. Any Plan of Allocation is not part of the Stipulation and the Released Persons shall not have any responsibility or liability with respect thereto.

12. "Released Claims" means any and all claims or causes of action (including Unknown Claims), demands, rights, liabilities, suits, debts, obligations and causes of action of every nature and description whatsoever, known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, whether concealed or hidden, asserted or that might have been asserted, by Lead Plaintiffs or the Class Members, or any of them, against the Released Persons based upon, arising

out of, or related to (a) the purchase or acquisition of Cooper common stock or any of the facts, transactions, events, occurrences, disclosures, statements, acts, omissions, or failures to act which were or could have been alleged in or embraced or otherwise referred to or encompassed by the Litigation, regardless of upon what legal theory based, including, without limitation, claims for negligence, gross negligence, recklessness, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty or violations of the common law, administrative rule or regulation, tort, contract, equity, or otherwise or of any state or federal statutes, rules or regulations or common law, or the law of any foreign jurisdiction; or (b) that Defendants improperly defended or settled the Litigation, the Released Claims, or both. Released Claims does not include derivative claims or claims under the Employee Retirement Income Security Act of 1974.

13. "Released Persons" means each and all of Defendants and each and any of Defendants' respective past, present or future directors, officers, employees, partnerships and partners, principals, agents, controlling shareholders, any entity in which any Defendant and/or any member(s) of that Defendant's immediate family has or have a controlling interest (directly or indirectly), attorneys, accountants, auditors, investment banks and investment bankers, underwriters, advisors, financial advisors, personal or legal representatives, analysts, agents, associates, servants, insurers, co-insurers and reinsurers, predecessors, successors, parents, subsidiaries, divisions, assigns, joint ventures and joint venturers, spouses, heirs, executors, administrators, related or affiliated entities, members of an Individual Defendant's immediate family, and any trust of which any Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his family, and all other Persons.

14. "Settling Parties" means, collectively, Defendants and Lead Plaintiffs on behalf of themselves and the Members of the Class.

15. "Taxes" means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon Defendants or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes.

16. "Tax Expenses" means expenses and costs incurred in connection with the operation and implementation of ¶2.8 of the Stipulation, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶2.8 of the Stipulation.

17. "Unknown Claims" means any Released Claims which Lead Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement. Unknown Claims include those claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, 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.

Lead Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable or equivalent in effect to California Civil Code §1542. Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

VIII. THE LITIGATION

Beginning on February 15, 2006, purported class actions were filed in this Court asserting claims under the federal securities laws against Cooper and certain of its officers and directors.

These actions were consolidated by an Order of the Court filed on May 16, 2006. Also on May 16, 2006, the Court appointed UNITE HERE National Retirement Fund, Wayne County Employees' Retirement System, and United Food and Commercial Workers Union Local 880-Retail Food Employers Joint Pension Fund as Lead Plaintiffs.

On July 31, 2006, Lead Plaintiffs filed a Consolidated Complaint asserting claims against Cooper and thirteen individuals under §§10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. On September 29, 2006, Cooper and the individual defendants moved to dismiss the claims asserted against them in the Consolidated Complaint on the ground that they failed to state a claim upon which relief could be granted. On July 13, 2007, the Court granted the motions to dismiss with leave to amend.

On August 9, 2007, Lead Plaintiffs filed an Amended Consolidated Complaint ("Complaint") against Cooper and five individuals. On September 5, 2007, Cooper and the individual defendants moved to dismiss the Complaint. On October 23, 2007, the Court granted in part the motions to dismiss. The Court subsequently dismissed one individual defendant on a motion

for reconsideration and one individual defendant on a motion for judgment on the pleadings. Thereafter, the remaining Defendants filed answers denying all material allegations of the Complaint and asserting defenses thereto.

On January 6, 2009, the Court entered an order certifying the Class and appointing Lead Plaintiffs as the class representatives. On May 26, 2009, the Court denied Defendants' motion for summary judgment regarding loss causation. On March 4, 2010, the Court denied in substantial part Defendants' motions for summary judgment.

IX. CLAIMS OF LEAD PLAINTIFFS AND BENEFITS OF SETTLEMENT

Lead Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims asserted. However, counsel for Lead Plaintiffs recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial and through appeals. Lead Plaintiffs also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, and the difficulties and delays inherent in such litigation. Lead Plaintiffs also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the Litigation. Lead Plaintiffs believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, counsel for Lead Plaintiffs have determined that the settlement set forth in the Stipulation is in the best interests of Lead Plaintiffs and the Class and, therefore, determined that it is desirable and beneficial to them that the Litigation be settled upon the terms and conditions set forth in the Stipulation.

X. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Each Defendant has denied and continues to deny each and all of the claims and allegations of wrongdoing made in the Litigation and maintains furthermore that they have meritorious defenses. Each Defendant has expressly denied and continues to deny all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation, and Defendants contend that many of the factual allegations in the Complaint are materially inaccurate. Defendants also have denied and continue to deny, *inter alia*, the allegations that Lead Plaintiffs or the Class have suffered damage, that the prices of Cooper common stock were artificially inflated by reason of alleged misrepresentations, non-disclosures, or otherwise, or that Lead Plaintiffs or the Class were harmed by the conduct alleged in the Complaint or otherwise. Pursuant to the terms set forth in the Stipulation, the Stipulation shall in no event be construed as or deemed to be evidence of an admission or concession by Defendants with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever.

Nonetheless, Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Litigation. Defendants have, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulation.

XI. TERMS OF THE PROPOSED SETTLEMENT

A settlement has been reached in the Litigation between Lead Plaintiffs and Defendants, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court, for a full statement of its provisions.

The settlement consists of the aggregate principal amount of Twenty-Seven Million Dollars (\$27,000,000.00) in cash, that bears interest pursuant to the terms of the Stipulation.

A portion of the settlement proceeds will be used, subject to the Court's approval(s) to pay attorneys' fees, to reimburse plaintiffs' counsel for the expenses that they have incurred and expect to incur in the prosecution of the Litigation, to pay for this Notice, and to pay Taxes and Tax Expenses. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed, according to the Plan of Allocation described below, to Class Members who submit valid and timely Proof of Claim and Release forms.

The effectiveness of the settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

XII. THE RIGHTS OF CLASS MEMBERS

If you are a Class Member, you may receive the benefit of, and you will be bound by the terms of, the proposed settlement described in this Notice, upon approval of the proposed settlement by the Court.

If you are a Class Member, you have the following options:

1. You may file a Proof of Claim and Release form as described below. If you choose this option, you will share in the proceeds of the proposed settlement if your claim is timely, valid, and entitled to a distribution under the Plan of Allocation described below and if the proposed settlement is finally approved by the Court; and you will be bound by the Judgment and release to be entered by the Court as described below.

2. If you previously timely and validly requested exclusion from the Class pursuant to the notice of pendency dated October 13, 2009: (a) you are excluded from the Class, (b) you will not share in the proceeds of the settlement described herein, (c) you will not be bound by any judgment entered in the Litigation, and (d) you are not precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against Defendants based on the matters complained of in the Litigation.

3. If you did not make a valid and timely request in writing to be excluded from the Class, you will be bound by any and all determinations or judgments in the Litigation in connection with the settlement entered into or approved by the Court, whether favorable or unfavorable to the Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons, whether or not you submit a valid Proof of Claim and Release form.

4. You may do nothing at all. If you choose this option, you will not share in the proceeds of the settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons.

5. You may object to the settlement, the Plan of Allocation, and/or the application for attorneys' fees and expenses in the manner described in Section XVIII below.

6. If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before October 4, 2010, and must serve copies of such appearance on the attorneys listed in Section XVIII below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Plaintiffs' Lead Counsel: Robbins Geller Rudman & Dowd LLP, Keith F. Park and X. Jay Alvarez, 655 West Broadway, Suite 1900, San Diego, CA 92101.

XIII. PLAN OF ALLOCATION

The Net Settlement Fund will be distributed to Class Members who, in accordance with the terms of the Stipulation, are entitled to a distribution from the Settlement Fund pursuant to any Plan of Allocation or any order of the Court and who submit a valid and timely Proof of Claim and Release form under the Plan of Allocation described below. The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have a net loss on all transactions in Cooper common stock during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Plaintiffs' Lead Counsel have conferred with their damage consultants and the Plan of Allocation reflects an assessment of the damages that they believe could have been recovered by Class Members had Lead Plaintiffs prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

A claim will be calculated as follows:

The allocation below is based on the following alleged inflation per share amounts for Class Period common stock purchases or other acquisitions and sales as well as the statutory Private Securities Litigation Reform Act of 1995 90-day look back amount of \$52.33:

Alleged Inflation Period	Alleged Inflation Per Share
07/28/04	\$0.00
07/29/04 – 04/29/05	\$17.02
05/02/05	\$11.99
05/03/05	\$9.60
05/04/05	\$7.26
05/05/05 – 06/07/05	\$11.30
06/08/05 – 11/21/05	\$8.94

1. For shares of Cooper common stock purchased or otherwise acquired during the period commencing on July 28, 2004 through November 21, 2005, inclusive, the claim per share shall be as follows:

(a) If sold on or between July 28, 2004 through November 21, 2005, inclusive, the claim per share shall be the lesser of (i) the inflation per share at the time of purchase or acquisition less the inflation per share at the time of sale; and (ii) the difference between the purchase or acquisition price and the sales price.

(b) If retained at the end of November 21, 2005 and sold before February 17, 2006, the claim per share shall be the least of (i) the inflation per share at the time of purchase or acquisition; (ii) the difference between the purchase or acquisition price and the sales price; and (iii) the difference between the purchase or acquisition price per share and the average closing price per share up to the date of sale as set forth in the 90-day look back table below.

(c) If retained on February 17, 2006, or sold thereafter, the claim per share shall be the lesser of (i) the inflation per share at the time of purchase or acquisition; and (ii) the difference between the purchase or acquisition price per share and \$52.33 per share.

Ninety Day Look Back Table		
Date	Closing Price	Average Closing Price
11/22/05	\$51.50	\$51.50
11/23/05	\$52.18	\$51.84
11/25/05	\$52.60	\$52.09
11/28/05	\$54.08	\$52.59
11/29/05	\$54.40	\$52.95
11/30/05	\$54.80	\$53.26
12/01/05	\$52.82	\$53.20
12/02/05	\$53.47	\$53.23
12/05/05	\$53.26	\$53.23
12/06/05	\$52.29	\$53.14
12/07/05	\$50.45	\$52.90
12/08/05	\$50.15	\$52.67
12/09/05	\$50.24	\$52.48
12/12/05	\$49.75	\$52.29
12/13/05	\$46.00	\$51.87
12/14/05	\$47.42	\$51.59
12/15/05	\$47.43	\$51.34
12/16/05	\$48.97	\$51.21
12/19/05	\$48.33	\$51.06
12/20/05	\$48.09	\$50.91
12/21/05	\$49.54	\$50.85
12/22/05	\$51.05	\$50.86
12/23/05	\$51.27	\$50.87
12/27/05	\$51.00	\$50.88
12/28/05	\$51.25	\$50.89
12/29/05	\$51.37	\$50.91
12/30/05	\$51.30	\$50.93
01/03/06	\$51.30	\$50.94
01/04/06	\$52.82	\$51.00
01/05/06	\$53.39	\$51.08
01/06/06	\$53.30	\$51.16
01/09/06	\$54.04	\$51.25
01/10/06	\$53.52	\$51.31
01/11/06	\$53.90	\$51.39
01/12/06	\$53.42	\$51.45
01/13/06	\$52.83	\$51.49
01/17/06	\$52.88	\$51.52
01/18/06	\$53.79	\$51.58
01/19/06	\$53.45	\$51.63
01/20/06	\$51.84	\$51.64
01/23/06	\$52.07	\$51.65
01/24/06	\$53.09	\$51.68
01/25/06	\$53.96	\$51.74
01/26/06	\$54.86	\$51.81
01/27/06	\$55.70	\$51.89
01/30/06	\$54.92	\$51.96
01/31/06	\$55.43	\$52.03
02/01/06	\$54.70	\$52.09
02/02/06	\$53.96	\$52.13
02/03/06	\$52.88	\$52.14
02/06/06	\$52.69	\$52.15
02/07/06	\$52.32	\$52.16
02/08/06	\$52.29	\$52.16

Ninety Day Look Back Table		
Date	Closing Price	Average Closing Price
02/09/06	\$53.41	\$52.18
02/10/06	\$53.35	\$52.20
02/13/06	\$53.05	\$52.22
02/14/06	\$52.98	\$52.23
02/15/06	\$54.02	\$52.26
02/16/06	\$53.55	\$52.28
02/17/06	\$54.99	\$52.33

The date of purchase or acquisition or sale is the “contract” or “trade” date as distinguished from the “settlement” date.

For Class Members who held Cooper common stock at the beginning of the Class Period or made multiple purchases or sales during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases, and sales separately for each share of Cooper common stock for purposes of calculating a claim. Under the FIFO method, sales of Cooper common stock during the Class Period will be matched, in chronological order, first against Cooper common stock held at the beginning of the Class Period. The remaining sales of Cooper common stock during the Class Period will then be matched, in chronological order, against Cooper common stock purchased during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net loss, after all profits from transactions in Cooper common stock during the Class Period are subtracted from all losses. However, the proceeds from sales of stock which have been matched against stock held at the beginning of the Class Period will not be used in the calculation of such net loss. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against the Lead Plaintiffs, Plaintiffs’ Lead Counsel, any claims administrator, Defendants, or other Person designated by Plaintiffs’ Lead Counsel or Defendants or Defendants’ counsel based on distributions made substantially in accordance with the Stipulation and the settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and file a valid and timely Proof of Claim and Release form shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

XIV. PARTICIPATION IN THE SETTLEMENT

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release form must be postmarked on or before December 23, 2010, and delivered to the Claims Administrator at the address set forth in Section XIX below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release form, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

XV. DISMISSAL AND RELEASES

If the proposed settlement is approved, the Court will enter a Final Judgment and Order of Dismissal with Prejudice (“Judgment”). In addition, upon the Effective Date, Lead Plaintiffs and each of the Class Members, for themselves and for each of their respective officers, directors, shareholders, employees, agents, spouses, subsidiaries, heirs at law, successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such Lead Plaintiff or Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release form, any distribution from the Settlement Fund, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons and shall have covenanted not to sue the Released Persons with respect to all such Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against the Released Persons except to enforce the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto.

XVI. APPLICATION FOR FEES AND EXPENSES

At the Settlement Hearing, Plaintiffs’ Lead Counsel will request the Court to award attorneys’ fees of 24.3% of the Settlement Fund, plus expenses, not to exceed \$1,550,000.00, which were incurred in connection with the Litigation, plus interest thereon. In addition, one of the Lead Plaintiffs may seek up to \$60,000.00 in expenses (including lost wages) it incurred in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

To date, plaintiffs’ counsel have not received any payment for their services in conducting this Litigation on behalf of the Lead Plaintiffs and the Class, nor have counsel been paid their expenses. The fee requested by Plaintiffs’ Lead Counsel will compensate counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a wholly contingent basis. Plaintiffs’ Lead Counsel represent that the fee requested is well within the range of fees awarded to plaintiffs’ counsel under similar circumstances in other litigation of this type.

XVII. CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from the Judgment or to move to or alter or amend the Judgment, or the determination of any such appeal or motion in a manner to permit the consummation of the settlement substantially as provided for in the Stipulation. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of April 26, 2010. In that event, the settlement will not proceed and no payments will be made to Class Members.

XVIII. THE RIGHT TO BE HEARD AT THE HEARING

Any Class Member who objects to any aspect of the settlement, the Plan of Allocation, or the application for attorneys' fees and expenses, may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, such that it is received on or before October 4, 2010, by each of the following:

Court:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION
Ronald Reagan Federal Building
and U.S. Courthouse
411 W. Fourth Street, Room 1053
Santa Ana, CA 92701

Plaintiffs' Lead Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP
KEITH F. PARK
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Defendants:

LATHAM & WATKINS LLP
CHARLES W. COX, II
355 South Grand Avenue
Los Angeles, CA 90071

MORRISON & FOERSTER, LLP
JUDSON E. LOBDELL
425 Market Street
San Francisco, CA 94105

The notice of objection must demonstrate the objecting Person's membership in the Class, including the number of shares of Cooper common stock purchased or acquired and sold during the Class Period and contain a statement of the reasons for objection. Only Members of the Class who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XIX. SPECIAL NOTICE TO NOMINEES

Nominees who purchased or otherwise acquired the common stock of Cooper for the beneficial interest of other Persons during the Class Period shall, within ten (10) calendar days after receipt of this Notice, (1) if you have not already done so in connection with the dissemination of the notice of pendency dated October 13, 2009, provide the Claims Administrator with the names and addresses of such beneficial owners, or (2) forward a copy of this Notice and the Proof of Claim and Release form by First-Class Mail to each such beneficial owner and, provide Plaintiffs' Lead Counsel with written confirmation that the Notice and Proof of Claim and Release form have been so forwarded. Upon submission of appropriate documentation, Plaintiffs' Lead Counsel will reimburse your reasonable costs and expenses of complying with this provision. Additional copies of this Notice may be obtained from the Claims Administrator by writing to:

Cooper Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

XX. EXAMINATION OF PAPERS

This Notice contains only a summary of the terms of the proposed settlement and does not describe all of the details of the Stipulation. For a more detailed statement of the matters involved in the Litigation, reference is made to the pleadings, to the Stipulation, and to other papers filed in the Litigation, which may be inspected at the office of the Clerk of the Court, United States District Court, Central District of California, Southern Division, Ronald Reagan Federal Building and U.S. Courthouse, 411 W. Fourth Street, Santa Ana, CA 92701, or at www.gilardi.com.

If you have any questions about the settlement of the Litigation, you may contact Plaintiffs' Lead Counsel by writing to:

ROBBINS GELLER RUDMAN & DOWD LLP
KEITH F. PARK
X. JAY ALVAREZ
655 West Broadway, Suite 1900
San Diego, CA 92101

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: August 16, 2010

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA