

Exhibit A
Settlement Agreement

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO

PHYSICIANS OF WINTER HAVEN LLC D/B/A DAY SURGERY CENTER, on behalf of itself and all others similarly situated, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> STERIS CORPORATION, <p style="text-align: center;">Defendant.</p>	: : Case No. 1:10-cv-00264-CAB : : : Judge Christopher A. Boyko : : : Magistrate Judge William : H. Baughman : : : : :
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CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff Physicians of Winter Haven LLC, d/b/a Day Surgery Center (“Winter Haven” or “Plaintiff”), by and through its counsel, and Defendant STERIS Corporation (“STERIS” or “Defendant” or, together with Winter Haven or Plaintiff, the “Parties”), by and through its counsel, hereby enter into this class action settlement agreement dated as of February 7, 2011 (the “Settlement Agreement”), providing, subject to the terms hereof and to the Court’s approval, for the settlement and release of certain claims on behalf of a settlement class herein described against STERIS.

WHEREAS, the United States Food and Drug Administration (the “FDA”) cleared the STERIS SYSTEM 1® Sterile Processing System, which includes the STERIS SYSTEM 1® Sterile Processor (the “SS1 Device”), for sale in the United

States on September 13, 1988 pursuant to 21 U.S.C. § 360(k), and STERIS thereafter manufactured and sold many thousands of SS1 Devices to healthcare providers throughout the United States.

WHEREAS, the SS1 Device is a tabletop liquid chemical system that, using STERIS 20 Sterilant Concentrate ("S20"), provides rapid, low-temperature processing of surgical instruments such as endoscopes and bronchoscopes. Since STERIS introduced the SS1 Device and S20 over two decades ago, SS1 Devices and S20 have been used tens of thousands of times daily. According to STERIS, the SS1 Device and S20 have processed over 250,000,000 medical instruments without confirmed cases of infections directly attributable to inadequate reprocessing by the SS1 Device and S20 when used as directed.

WHEREAS, on May 15, 2008, the FDA sent STERIS a warning letter alleging that "certain changes or modifications in design, components, method of manufacture, or intended use" of the SS1 Device after initial FDA clearance "require[d] submission of a new premarket notification in accordance with 21 C.F.R. § 807.81(a)(3)" and that STERIS had not obtained the required FDA clearance for those changes or modifications.

WHEREAS, in a July 30, 2008, letter, and then in an October 9, 2008, addendum, STERIS responded to the FDA's May 15, 2008, warning letter by stating, in substance, that STERIS disagreed with the FDA's allegations in the warning letter and providing documentation supporting its position.

WHEREAS, on November 3, 2008, the FDA sent a letter to STERIS stating that, after reviewing STERIS's July 30, 2008, letter, the FDA disagreed with STERIS's position and that, in the FDA's view, a new premarket notification and clearance were required for the SS1 Device.

WHEREAS, on January 20, 2009, STERIS announced publicly that it had submitted a new liquid chemical sterilant system for FDA clearance that became known as the STERIS SYSTEM 1E™ Liquid Chemical Sterilant Processing System, which included the STERIS SYSTEM 1E™ Processor (the "SS1E Device") and S40 Sterilant Concentrate ("S40").

WHEREAS, on December 3, 2009, the FDA issued a notice to United States healthcare facility administrators and infection control practitioners recommending that they transition from the SS1 Device to acceptable alternatives to meet their sterilization and decontamination requirements as soon as possible because "STERIS ... has significantly modified the SS1, and FDA has not approved or cleared this modified product." SS1 Device users were permitted to continue using SS1 Devices if they did not have acceptable alternatives and complied with certain conditions.

WHEREAS, in connection with monitoring the transition of SS1 Device users, STERIS, based on service records and to the best of its knowledge, identified all SS1 Devices in use in the United States as of December 2009 and the customers that owned them. STERIS identified and compiled a list of these customers and units (the "Transition List"). Excluding units owned by STERIS, the Transition List includes approximately 20,000 SS1 Devices owned by approximately 6,600 customers.

WHEREAS, on February 2, 2010, the FDA extended to 18 months – until August 2, 2011 – the total recommended time period for transitioning from the SS1 Device to alternative sterilization and decontamination devices.

WHEREAS, on February 5, 2010, Winter Haven filed this lawsuit against STERIS on behalf of a putative class consisting of “[a]ll entities or persons that purchased a [SS1 Device] that was not approved by the FDA.” In the complaint (the “Complaint”), Winter Haven alleged that, at various times after obtaining FDA clearance in 1988, STERIS modified the SS1 Device in ways that required FDA clearance, but failed to obtain the required clearance. Winter Haven also alleged that, due to these purported regulatory failures, the FDA informed healthcare providers on February 2, 2010, that use of the SS1 Device “should be discontinued as soon as practicable.” The Complaint asserted claims based upon allegations of (1) violations of the Ohio Deceptive Trade Practices Act, (2) breaches of express and implied warranties, (3) tortious breach of warranty, and (4) negligent design and failure to warn; and (5) unjust enrichment.

WHEREAS, on March 29, 2010, STERIS filed a motion to dismiss and supporting memorandum (the “Motion to Dismiss”), which contended that the claims in the Complaint were barred (1) by the applicable statutes of limitations, (2) for lack of notice, (3) by the economic loss rule, (4) because the alleged failure to obtain additional FDA clearance(s) was not a “defect,” and (5) because claims based on unjust enrichment may not proceed where, as here, the parties have a contract.

WHEREAS, on April 5, 2010, the FDA cleared the STERIS SYSTEM 1E™ Liquid Chemical Sterilant Processing System for sale in the United States, including the SS1E Device and S40. The STERIS SYSTEM 1E™ Liquid Chemical Sterilant Processing System is indicated for liquid chemical sterilization of cleaned, immersible, and reusable critical and semi-critical heat sensitive medical devices in healthcare facilities. As of the date of this Settlement Agreement, STERIS is marketing and has received orders from SS1 Device users for the STERIS SYSTEM 1E™ Liquid Chemical Sterilant Processing System.

WHEREAS, in April 2010, STERIS and the FDA reached agreement on the terms of a consent decree resolving, among other things and as more fully described in the consent decree itself, the SS1 Device's U.S. regulatory status raised in the FDA's May 15, 2008, and December 3, 2009, letters (the "Consent Decree"). On April 19, 2010, the FDA filed in this Court (1) the FDA's complaint against STERIS and others relating to the SS1 Device, and (2) the Consent Decree. On April 20, 2010, this Court approved the Consent Decree.

WHEREAS, the Consent Decree described the terms of STERIS's continued support of the SS1 Device for certain customers during a transition period not to exceed August 2, 2011. Further, STERIS agreed in the Consent Decree to implement a transition plan for United States customers, which was developed by STERIS with review and input from the FDA (the "Transition Plan"). The Transition Plan included a rebate program, the STERIS SYSTEM 1 Customer Rebate Program (the "Rebate Program"). In the Rebate Program, STERIS offered

(and continues to offer) its current SS1 customers in the United States either a pro-rated cash rebate or a trade-in allowance toward the future purchase of new STERIS capital equipment or consumable products conditioned upon the return of the customers' SS1 Devices. As part of the Rebate Program, STERIS is offering customers that purchased SS1 Devices after December 31, 2008, a full purchase price refund. As a result of the Rebate Program, STERIS has recorded a pre-tax liability of over one hundred ten million dollars (\$110,000,000).

WHEREAS, on April 21, 2010, Winter Haven filed its memorandum in opposition to STERIS's Motion to Dismiss that took issue with each of the grounds for dismissal set forth in STERIS's Motion to Dismiss.

WHEREAS, on May 17, 2010, STERIS filed a reply memorandum in support of its Motion to Dismiss.

WHEREAS, on July 6, 2010, Winter Haven and STERIS jointly moved for a stay in this action so that they could explore the possibility of a class settlement. On July 8, 2010, the Court entered a stay conditioned upon STERIS withdrawing the still-pending Motion to Dismiss without prejudice to re-filing as a fully-briefed motion. On July 12, 2010, STERIS withdrew the Motion to Dismiss on that basis.

WHEREAS, STERIS has denied and continues to deny Winter Haven's claims, and STERIS denies any wrongdoing or liability of any kind to Winter Haven or to any members of the Class (as defined hereinafter).

WHEREAS, Winter Haven's counsel, the law firm of CHIMICLES & TIKELLIS LLP, have conducted a thorough examination and investigation of the

facts and law relating to the matters in this litigation, which includes analysis of factual information from STERIS, putative Class Members, and third parties.

WHEREAS, the Complaint does not allege that the use of the SS1 Device or instruments processed in the SS1 Device creates or presents a safety or health hazard to patients, owners, employees, or users; there has been no evidence uncovered in this case that any patient, owner, employee, or user has been physically harmed or suffered bodily injury as a result of using the SS1 Device; and no claim relating to any alleged bodily injury to patients, owners, employees, or users resulting from use of the SS1 Device is encompassed within this Settlement.

WHEREAS, the Parties have concluded that settlement is desirable in order to avoid the time, expense and inherent uncertainties of protracted litigation, and seek to resolve finally and completely all pending and potential claims of the Plaintiff and all Class Members relating to alleged conduct involved in this litigation.

WHEREAS, Plaintiff and Class Counsel (as defined hereinafter) recognize the costs and risks of prosecuting this litigation, and believe that it is in the best interest of Plaintiff and of all Class Members to resolve this litigation pursuant to this Settlement Agreement.

WHEREAS, Class Counsel believes that this Settlement Agreement offers significant benefits to Class Members, and is fair, reasonable and adequate.

WHEREAS, substantial, adversarial settlement negotiations have taken place between the Parties' counsel, in which both Plaintiff and executive officers of Defendant have directly or indirectly participated.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties as follows:

TERMS AND AGREEMENT OF SETTLEMENT

SECTION 1 - DEFINITIONS

As used in this Settlement Agreement (and the Exhibits thereto), the following terms have the meanings specified below:

§ 1.1 The "Action" or the "Litigation" means the above captioned case, *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, Case No. 1:10-cv-00264-CAB (N.D. Ohio filed Feb. 5, 2010).

§ 1.2 "Claims Administrator" means a qualified, independent claims administrator selected by the Parties to administer the settlement, facilitate notice to Class Members, process Claim Forms, follow up with Class Members who have not submitted Claim Forms, provide the Parties and the Court with regular reports on the status of the administration of the Settlement, and such other tasks as are assigned to it.

§ 1.3 "Claims Period" means the time period during which Claim Forms may be timely submitted by Class Members. The Claims Period begins upon mailing of the Claim Forms and ends on December 31, 2012.

§ 1.4 “Claim Form” means the “customized” claim form that the Claims Administrator will mail to Class Members that have not Opted-Out by filing a Request for Exclusion. The Claim Form will be “customized” in that it will include the (a) identity of the Class Member and (b) serial number(s) of the Eligible SS1 Device(s) that, according to STERIS’s records, the Class Member purchased based on the Transition List as modified in the manner set forth in § 1.7. The proposed Claim Form is attached hereto as Exhibit A.

§ 1.5 “Claim Form Mailing Date” means the date on which the Claim Form will be mailed to Class Members in accordance with the Notice Plan. It shall occur promptly after the Final Approval Date (but no later than ten (10) days after the date on which the Final Approval Order is issued).

§ 1.6 “Class,” “Class Members” or “Settlement Class” mean any Person that (a) is (i) a Healthcare Provider and (ii) owns or owned an Eligible SS1 Device; or (b) is determined to be a Class Member under the procedures set forth in § 10.1 below. Class Members will, as set forth in §§ 1.46 to 1.48 below, also be a Sub-Class A Member, a Sub-Class B Member, or a Sub-Class C Member. A Class Member with multiple Eligible SS1 Devices may, as appropriate, be in different sub-classes with respect to different Eligible SS1 Devices.

§ 1.7 “Class Counsel” means the following attorneys representing Plaintiff and the Class: Nicholas E. Chimicles, Joseph G. Sauder and Benjamin F. Johns of CHIMICLES & TIKELLIS LLP, and Thomas A. Muzilla of THE MUZILLA LAW FIRM, LLC.

§ 1.8 “Class List” means the complete listing of the names, addresses (or other contact information), and SS1 Device serial number(s) on record at STERIS of all Class Members that own (or owned) an Eligible SS1 Device based on the Transition List, excluding (a) SS1 Devices owned by STERIS, (b) SS1 Devices purchased during 2009 (for which STERIS is offering a full refund under the Rebate Program), and as supplemented by any determinations made under § 10.01 below.

§ 1.9 “Class Notice” means the Court-approved notice that will be provided to Class Members identified on the Class List.

§ 1.10 “Complaint” means the complaint filed on February 5, 2010, by Winter Haven in *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, Case No. 1:10-cv-00264-CAB (N.D. Ohio filed Feb. 5, 2010).

§ 1.11 “Consent Decree” means the Consent Decree referenced above between and among the FDA, STERIS, and certain officers of STERIS, which was approved by the Court on April 20, 2010 in *United States v. STERIS Corporation, et al.*, No. 1:10-cv-00816-CAB (N.D. Ohio).

§ 1.12 “Court” means the United States District Court for the Northern District of Ohio.

§ 1.13 “Defendant” or “STERIS” mean STERIS Corporation, a corporation organized under the laws of the State of Ohio with its principal executive offices in Mentor, Ohio.

§ 1.14 “Effective Date” means the latter of (a) thirty-one (31) days from the date on which the Court enters the Final Approval Order approving this

Settlement or (b) the date on which any appeals from the Final Approval Order are finally resolved.

§ 1.15 “Eligible SS1 Device” means an SS1 Device located in the United States that (a) was included on the Transition List prepared in December 2009 exclusive of (b) SS1 Devices owned by STERIS and (c) SS1 Devices purchased during 2009 (for which customers are entitled to a full refund under the Rebate Program). Other SS1 Devices that the Claims Administrator determines to be Eligible SS1 Devices under the procedures set forth in § 10.1 below because they were in use in December 2009 and were purchased before January 1, 2009 also are Eligible SS1 Devices.

§ 1.16 “FDA” means the United States Food and Drug Administration.

§ 1.17 “Final Approval Hearing” means the hearing at which the Court shall consider and finally decide whether to enter the Final Approval Order. The Final Approval Hearing shall occur at least one hundred (100) days after the Preliminary Approval Motion Filing Date.

§ 1.18 “Final Approval Order” means the Court order certifying the Class for purposes of this Settlement, approving the Settlement Agreement, rendering a decision on Class Counsel’s fee petition and request for payment of an incentive award to the Plaintiff, and making other final rulings as described in this Settlement Agreement.

§ 1.19 “Healthcare Provider” means a hospital, surgery center, or other provider of medical services located in the United States (including United States

territories and possessions) that purchased an Eligible SS1 Device for the purpose of using it to process instruments used in surgery or other human healthcare procedures. A Person primarily engaged in manufacturing, designing, marketing, distributing, or advertising of medical devices is, among others, not a Healthcare Provider.

§ 1.20 “Long Form Notice” means notice, substantially in the form of Exhibit C hereto, which will be mailed to each Class Member as described in the Court’s Preliminary Approval Order.

§ 1.21 “Notice Date” means the date upon which Long Form Notice will be mailed to Class Members on the Class List via First Class Mail in accordance with the terms herein. This shall occur within fifteen (15) days of the Preliminary Approval Date unless extended by agreement of the Parties.

§ 1.22 “Notice Plan” means the proposed Court-approved plan for disseminating the Class Notice to Settlement Class Members, in accordance with the terms herein.

§ 1.23 “Objection Date” means sixty (60) days from the Notice Date, and is the date by which Class Members must submit any objection to the Settlement’s terms or provisions and submit any required statements, proof, or other materials, and/or argument. This sixty (60) day period shall include weekends and holidays, provided that if the last day of the Objection Date falls on a weekend or federal holiday, then the end of the Objection Date shall be the next following day that is not a weekend or federal holiday.

§ 1.24 “Opt-Out” or “Request for Exclusion” mean a Class Member who properly and timely submits a request for exclusion from the Settlement as set forth below.

§ 1.25 “Opt-Out Deadline” means sixty (60) days from the Notice Date, and is the date by which any Class Members that do not wish to be participate in the Settlement (or be bound by the Release) must complete the acts necessary to properly effect such election to opt out. This sixty (60) day period shall include weekends and holidays, provided that if the last day of the Opt-Out Deadline falls on a weekend or federal holiday, then the end of the Opt-Out Deadline shall be the next following day that is not a weekend or federal holiday.

§ 1.26 “Opt-Out List” means a written list prepared by counsel for the Parties of the names of all Class Members that submit timely Requests for Exclusion or Opt-Out Notices.

§ 1.27 “Opt-Out Notice” or “Opt-Out” mean a Request for Exclusion.

§ 1.28 “Opt-Out Threshold” means 2,500 Eligible SS1 Devices.

§ 1.29 “Parties” or “Settling Parties” mean, collectively, STERIS and Plaintiff.

§ 1.30 “Person” means an individual, corporation (including all divisions and subsidiaries), partnership, limited 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 and their spouses, heirs, predecessors, successors, representatives, or assigns.

§ 1.31 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order, or substantially similar order granting preliminary approval to the Settlement.

§ 1.32 “Preliminary Approval Motion Filing Date” means the date on which this Settlement is filed with the Court.

§ 1.33 “Preliminary Approval Order” means the Order of the Court preliminarily approving this Settlement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit D.

§ 1.34 “Publication Notice” means a notice, substantially the same form as Exhibit B, that will be published in accordance with the Notice Plan.

§ 1.35 “Rebate Program” means the STERIS SYSTEM 1 Customer Rebate Program that STERIS instituted as part of the Consent Decree and as more fully described in a WHEREAS clause above.

§ 1.36 “Released Claim,” “Released Party,” “Releasing Party,” and “Release” have the meanings set forth in § 3.1 *et seq.* below.

§ 1.37 “Settlement” or “Settlement Agreement” means this Settlement Agreement.

§ 1.38 “Settlement Consideration” means the consideration STERIS is offering to Class Members described in §§ 2.1 to 2.11 below.

§ 1.39 “Settlement Telephone Number” means the dedicated telephone number to be established to provide information about the Settlement to Class Members.

§ 1.40 “Settlement Website” means an internet website to be established to provide information about the Settlement to Class Members.

§ 1.41 “SS1 Device” means the STERIS SYSTEM 1 Sterile Processor.

§ 1.42 “SS1E Device” means the STERIS SYSTEM 1E Processor used in the STERIS SYSTEM 1E Liquid Chemical Sterilant Processing System.

§ 1.43 “SS1E Credits” means the credits that will be offered to Sub-Class A Members that may be redeemed for SS1E Accessories, Parts Or Consumables in the amount and subject to the terms set forth in §§ 2.1 to 2.3 below.

§ 1.44 “SS1E Accessories, Parts Or Consumables” means S40 sterilant, quick connects, parts, trays, containers, filters, sterility assurance products, and other accessories or consumables sold by STERIS for use with or for the SS1E Device. The phrase does not include the SS1E Device itself, SS1E service, or service contracts.

§ 1.45 “STERIS Product Credits” means the credits that will be offered to Sub-Class B Members that may be redeemed for any STERIS product(s) other than an SS1E Device in the amount and subject to the terms set forth in §§ 2.4 to 2.6 below. STERIS Product Credits does not include service or service contracts.

§ 1.46 “Sub-Class A Member” means a Class Member that
(a) purchased or elects to purchase an SS1E Device from STERIS on or before

December 31, 2012, and (b) either (i) still has the Eligible SS1 Device(s) or (ii) returned the Eligible SS1 Device(s) to STERIS in the Rebate Program.

§ 1.47 **"Sub-Class B Member"** means a Class Member that (a) does not elect to purchase an SS1E Device from STERIS on or before December 31, 2012, and (b) either (i) still has the Eligible SS1 Device(s) or (ii) returned the Eligible SS1 Device(s) to STERIS in the Rebate Program.

§ 1.48 **"Sub-Class C Member"** means a Class Member that, for any reason other than because the Eligible SS1 Device was returned to STERIS in the Rebate Program, no longer has the Eligible SS1 Device.

§ 1.49 **"Transition List"** means the list of Healthcare Providers in the United States with SS1 Devices that were in use in December 2009, which list STERIS developed and prepared in connection with the FDA's notice to SS1 Device users to begin transitioning away from use of the SS1 Device.

SECTION 2 - SETTLEMENT CONSIDERATION TO CLASS MEMBERS

Sub Class A Members:

§ 2.1 Sub-Class A Members (*see* § 1.46 above) that complete and submit a timely Claim Form and comply with the return requirements of § 2.8 below will be entitled to SS1E Credits in the amount of one thousand dollars (\$1,000.00) for each Eligible SS1 Device.

§ 2.2 The SS1E Credits can be used by Sub-Class A Members toward any SS1E Accessories, Parts Or Consumables.

§ 2.3 The SS1E Credits are not transferable, can be combined with other SS1E Credits, and will be valid until December 31, 2012.

Sub Class B Members:

§ 2.4 Sub-Class B Members (*see* § 1.47 above) that complete and submit a timely Claim Form and comply with the return requirements of § 2.8 below will, for each Eligible SS1 Device, be entitled to receive their option of either (a) STERIS Product Credits in the amount of five hundred dollars (\$500.00), or (b) a cash payment of three hundred dollars (\$300.00).

§ 2.5 The STERIS Product Credits can be used toward any STERIS product other than an SS1E Device.

§ 2.6 The STERIS Product Credits are not transferable, can be combined with other STERIS Product Credits, and will be valid until December 31, 2012.

Sub-Class C Members:

§ 2.7 Sub-Class C Members (*see* § 1.48 above) that complete and submit a timely Claim Form will be entitled to receive a cash payment of two hundred dollars (\$200.00) for each Eligible SS1 Device.

§ 2.8 As conditions to receipt of the foregoing Settlement Consideration, each Class Member will be required to return to STERIS's representative (a) all of its Eligible SS1 Devices, and (b) all open or used quick connects, parts, trays, containers, filters, sterility assurance products, S20 sterilant, and other parts, accessories, or consumables for their SS1 Devices that are in the

Class Member's possession. As an alternative to returning to STERIS the open or used items identified in part (b) of the preceding sentence, Class Members will be given the option to sign and return a certification stating that these items have been disposed of and are no longer useable.

§ 2.9 STERIS will provide de-installation of, and dispose of, all Eligible SS1 Devices located at the Class Members' facilities at no cost to Class Members and will dispose of any open or used SS1 Device accessories, parts or consumables that Class Members provide to STERIS's representative at the time of SS1 Device de-installation. STERIS will not compensate or reimburse Class Members for de-installation or disposal of SS1 Devices, parts, or consumables performed by the Class Member or third parties. This provision is intended to cover only open or used SS1 Device accessories, parts or consumables within their shelf lives, and does not apply to unopened parts and consumables that have been or will be returned to STERIS under the Rebate Program.

§ 2.10 After the Effective Date, the options selected on the timely submitted Claim Forms by Class Members (and who satisfy § 2.8 above) will automatically become effective.

§ 2.11 The benefits provided under this Settlement are in addition to any that may already be provided to Class Members under the existing Rebate Program, and are in addition to the terms of any purchase agreement(s) that any Class Member and STERIS may have individually negotiated (or may negotiate in

the future) with respect to any Class Member's purchase of an SS1E Device or other STERIS products.

SECTION 3 - THE RELEASE

§ 3.1 The following terms shall have the meanings set forth below:

a. "Released Claim" means any individual, class, representative, group or collective claims, liability, right, demand, suit, matter, obligation, damage, loss, action or cause of action, of every kind and description that a Releasing Party has or may have, including assigned claims, whether known or unknown, asserted or unasserted, latent or patent, that is, has been, could reasonably have been or in the future might be asserted under any body of law by the Releasing Party either in the Court or any other court or forum, regardless of legal theory or relief claimed, and regardless of the type of relief or amount of damages claimed, against any of the Released Parties arising from, or in any way relating to, (i) the regulatory or legal status, design, marketing, advertising, warranty, instructions, manufacture, distribution, purchase, sale, use, maintenance, or service of (ii) the STERIS SYSTEM 1® Sterile Processing System, (iii) an SS1 Device, or (iv) S20 sterilant, quick connects, parts, trays, containers, filters, sterility assurance products, and other accessories or consumables for use with or for an SS1 Device.

Notwithstanding the foregoing, the term "Released Claim" does not include any claim, including an indemnification claim, for bodily injury to any

patient, owner, employee, or user alleged to have been caused by, or related to, (1) the STERIS SYSTEM 1® Sterile Processing System, (2) an SS1 Device, (3) instruments processed in an SS1 Device, or (4) S20 sterilant, quick connects, parts, trays, containers, filters, sterility assurance products, and other accessories or consumables for use with or for an SS1 Device.

b. “Released Party” means STERIS Corporation, including its predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, subrogees, and assigns. It is expressly understood that, to the extent that a Released Party is not a party to this Settlement Agreement, all such Released Parties are intended third party beneficiaries of this Settlement Agreement.

c. “Releasing Party” means the Plaintiff and each Class Member that does not exclude itself from the Settlement by filing a timely Opt-Out or Request for Exclusion and any Person claiming by or through such persons as purchaser, co-owner, attorney, agent, administrator, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, officer, employee, subsidiary, parent, or affiliate.

§ 3.2 Release: Upon entry of the Final Approval Order, each Releasing Party shall be deemed to have released and forever discharged each Released Party of and from liability for any and all Released Claims; provided,

however, claims for bodily injury of the Releasing Parties as described more fully above in § 3.1(a) are not released.

§ 3.3 Class Members that timely opt out of the Settlement will not receive any Settlement Consideration, and are not Releasing Parties under § 3.1(c) above and, for that reason, will not be bound by the Release set forth in § 3.2.

§ 3.4 With respect to any Released Claims, and upon entry of the Final Approval Order without further action, for good and valuable consideration, Plaintiff, on behalf of itself and the Class and as the representative of the Class, shall expressly, and Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall, to the fullest extent permitted by law, fully, finally, and forever expressly waived and relinquished with respect to the Released Claims, any and all provision, rights, and benefits of § 1542 of the California Civil Code and any similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to § 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.

SECTION 4 - THE NOTICE PLAN AND CLAIMS PROCESS

§ 4.1 Notice that comports with due process and satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure shall be provided by STERIS in a form agreed upon by the Parties and as set forth in the Notice Plan. STERIS agrees to pay the reasonable costs of providing Class Members with the Court-ordered Notice Plan and the Claims Process. The Parties will work to promptly identify and retain an independent Claims Administrator to facilitate this process.

§ 4.2 The notification that will be mailed to all Class Members on the Class List will consist of the Long Form Notice. This notification will be sent, on or prior to the Notice Date, via pre-paid U.S. First Class mail.

§ 4.3 No later than ten (10) days after notification is mailed to Class Members in accordance with § 4.2 above, the Publication Notice will also be submitted for prompt publication in journals agreed upon by the parties in consultation with the Claims Administrator.

§ 4.4 The Claim Form will be customized for each individual Class Member, and will state, at a minimum, the serial number(s) for each Eligible SS1 Device that it purchased or possesses, based on STERIS's records. An exemplar of the Claim Form is attached hereto as Exhibit A.

§ 4.5 The Claim Form will be mailed to Class Members on or before the Claim Form Mailing Date. Class Members will be required to return the completed Claim Forms by the end of the Claims Period.

§ 4.6 The Claims Administrator shall also provide a copy of the Long Form Notice and, after the Final Approval Order, the Claim Form to anyone requesting it through written or other communication to the Claims Administrator. The Claims Administrator will also provide on the Settlement Website downloadable copies of this Settlement Agreement; the exhibits to the Settlement Agreement, including the Long Form Notice and sample Claim Form; the Complaint; and other pertinent information.

§ 4.7 STERIS will cooperate in the Notice Plan and claims process by, as appropriate, providing Class Counsel or the Claims Administrator with information reasonably necessary to identify the members of the Settlement Class, including the Class List. STERIS will make reasonable efforts to provide Class Counsel and the Claims Administrator with additional information in STERIS's possession to the extent that such information is necessary for the Claims Administrator to effectuate the Notice Plan or the claims process.

§ 4.8 If a Long Form Notice or Claim Form is returned as undeliverable, the Claims Administrator will work with STERIS to attempt to locate Class Members by reasonable means and, if another address is found, the Claims Administrator will promptly re-mail the Long Form Notice or a Claim Form to that new address. It is the intent of the Parties that as many Class Members as is reasonably possible receive the Settlement Consideration provided for in this Settlement, and the Claims Administrator shall undertake reasonable measures to achieve that objective.

§ 4.9 The Claims Administrator shall provide an affidavit to the Court, with a copy to Class Counsel and Defendant's Counsel, attesting to the measures undertaken to implement the Notice Plain, which shall be current as of ten (10) days prior to the Final Approval Hearing.

§ 4.10 The Claims Administrator (and any person retained by the Claims Administrator) shall sign a confidentiality agreement in a form agreed to by the Parties, which shall provide that the names, addresses and other information about specific Class Members that is provided to it by STERIS, Class Counsel, or by individual Class Members, shall be treated as confidential and shall be used by the Claims Administrator only as required by this Settlement Agreement.

§ 4.11 In order to receive the Settlement Consideration described above, Class Members will be required to file a claim form with the Claims Administrator during the Claims Period. Beginning on September 1, 2012, the Claims Administrator will contact Class Members that have not returned their Claim Forms. The Claims Administrator will also contact any Class Member that has returned a Claim Form, but that has failed to redeem the credit as of that date.

§ 4.12 On and after the Effective Date, Class Members that have submitted Claim Forms that have been approved by the Claims Administrator and that have satisfied or agreed to satisfy the return requirements set forth in § 2.8 above will immediately be entitled to the Settlement Consideration. STERIS, at its option, shall either pay the approved cash claims directly or provide the Claims Administrator with funds sufficient to pay them.

§ 4.13 It is the intent of the Parties that every Class Member complying with the terms and conditions of this Settlement Agreement will receive the Settlement Consideration provided for in this Settlement, and the Claims Administrator shall undertake reasonable measures to achieve that objective.

SECTION 5 - REQUIRED EVENTS

§ 5.1 Counsel for the Parties shall use their best efforts to cause the Court to enter the Final Approval Order.

§ 5.2 The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in substantially the same form as Exhibit D, which by its terms shall:

- a. Certify a Settlement Class consisting of Sub-Class A Members, Sub-Class B Members, and Sub-Class C Members for purposes of effectuating this Settlement and Release only, and designating the Plaintiff as the Class Representative and Class Counsel as counsel for the Settlement Class;
- b. Preliminarily approve the terms of the Settlement, including the certification of the Class as a settlement class for purposes of this Settlement Agreement only;
- c. Determine that the Settlement is sufficiently fair, reasonable and adequate for purposes of granting preliminary approval and issuing notice thereof to Class Members;

d. Approve the contents of the Class Notice and the proposed Notice Plan, and appoint the Claims Administrator to effect the Notice Plan;

e. Schedule a Final Approval Hearing to review any comments, including objections, regarding the proposed Settlement; to consider the fairness, reasonableness, and adequacy of the proposed Settlement; to consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses; to establish a schedule for any objections and requests for exclusion from Class Members; and to consider whether the Court should issue a Final Approval Order and final judgment approving the Class Settlement, granting Class Counsel's application for fees and expenses, granting the incentive award application by the Class Representative, and dismissing the Litigation with prejudice.

§ 5.3 In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Approval Order, Counsel for the Parties agree to use their reasonable best efforts, consistent with this Settlement, to cure any defect identified by the Court.

§ 5.4 In the event that the Final Approval Order relating to the Settlement is appealed or litigated by either a Party or by an objector, and if the distribution of the Settlement Consideration is not subject to that dispute, the Settlement Consideration shall be distributed in accordance with this Agreement to

any Class Members that expressly agree in writing to be bound by and subject to the Release without regard to the results of any appeal or further litigation. The Parties agree that the Settlement will proceed as specified in this Agreement regardless of the amount of attorneys' fees and costs approved and awarded by the Court.

§ 5.5 The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all reasonable and contemplated actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the events and actions its contemplates. Any disputes regarding the Parties' obligations under this paragraph shall be submitted for decision by the Court.

§ 5.6 Neither this Settlement Agreement nor any action or conduct by a Party pursuant to its terms, nor any negotiations, shall be construed, offered, received as, or deemed to be, evidence of an admission or concession by Plaintiff or the Class of lack of merit with respect to any claims asserted in the Litigation, or by Defendant of any liability or wrongdoing whatsoever, whether as alleged in the Complaint or otherwise. Defendant specifically denies that the conduct alleged in

the Complaint gives rise to any such liability and that any class relating to such allegations properly could be certified as a class for litigation purposes.

§ 5.7 In the event that the Court does not approve any part of this Settlement or that the Final Approval Order is not affirmed on appeal, then this entire Settlement shall become null and void except (a) as provided in § 5.4 above and (b) that Plaintiff, Class Counsel, and Defendant may agree in writing to proceed with a modified settlement and apply for Court approval of that modified settlement. In the event that this Settlement Agreement shall become null and void for any reason, the provisions of Rule 408 of the Federal Rules of Evidence will apply to it, all conduct pursuant to its terms, and all negotiations surrounding it, and neither Party shall use the Settlement Agreement to the disadvantage of the other. No admission of law or fact, or combination thereof, will be found to exist as a result of this Settlement, its terms, or the Parties' conduct pursuant to them. If this Settlement fails to be approved or otherwise fails to be consummated in accordance with its terms:

- a. Plaintiff shall be entitled to continue the Action on behalf of itself and the putative class Plaintiff sought to represent in the Complaint in accordance with the rulings, circumstances, and procedural posture that existed in this case on July 8, 2010, the date on which the Court stayed the Action at the request of the Parties.
- b. STERIS shall retain all rights to continue its defense of the Action, including but not limited to refileing the Motion to Dismiss, the

ability to contest the suitability of Plaintiff as a class representative, the suitability of Plaintiff's counsel as class counsel, and the propriety of the Action proceeding as a class action, in accordance with the rulings, circumstances, and procedural posture that existed in this case on July 8, 2010, the date on which the Court stayed the Action at the request of the Parties.

§ 5.8 Unless Plaintiff or Class Counsel breach this Agreement, STERIS shall have no recourse against Plaintiff or Class Counsel on account of any amounts STERIS has incurred or paid in connection with providing Class Notice or implementing the Notice Plan or any other cost or expense related to the effort to seek Court approval of the Settlement.

SECTION 6 - REQUESTS FOR EXCLUSION BY CLASS MEMBERS

§ 6.1. The provisions of this paragraph shall apply to any Opt-Out or Request for Exclusion. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to Class Counsel, who shall then forward a copy to STERIS's counsel. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline. Any Request for Exclusion shall state the name, address and telephone number of the Person requesting exclusion, the serial numbers of the Eligible SS1 Device(s) that Person owns, and contain a clear statement communicating that such Person elects to be excluded from the Settlement, does not wish to be a Settlement Class Member and

elects to be excluded from the Release and from the Final Approval Order and any judgment entered by the Court pursuant to the Settlement.

§ 6.2. Any Class Member that submits a timely Request for Exclusion may not file an objection to the Settlement, and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

§ 6.3. After the deadline for submission of Requests for Exclusion, Class Counsel and Defendant's Counsel shall jointly prepare a list of all entities that have excluded themselves from the Settlement by submitting timely Requests for Exclusion – the Opt-Out List – and provide the Opt-Out List to the Court at or before the time of the Final Approval Hearing.

§ 6.4 STERIS retains the right, but not the obligation, to terminate this Settlement if SS1 Device owners that own more Eligible SS1 Devices than the Opt-Out Threshold timely and properly opt out of the Settlement. To enforce this option to terminate, STERIS must provide a written notice of termination to Class Counsel and the Court no later than ten (10) business days after the end of the Opt-Out Deadline. In the event that STERIS terminates this Settlement pursuant to this section, the terms and provisions of § 5.7 shall apply.

SECTION 7 - OBJECTIONS BY CLASS MEMBERS

§ 7.1 Any Class Member that has not submitted a timely Request for Exclusion and that wishes to be heard orally at the Final Approval Hearing, or that desires for any objection to be considered, must file a written notice of objection by

the Objection Date. The notice of objection shall be sent to (a) Class Counsel, (b) STERIS's counsel, and (c) the Court. Such objection shall state the name, address and telephone number of the objector, the number of Eligible SS1 Devices the objector owns, their serial numbers, and a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered in support of the objection. Any objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office.

§ 7.2 The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Members' objections to the Settlement Agreement, in accordance with such Class Members' due process rights. The Preliminary Approval Order will further provide that objectors that fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

§ 7.3 In accordance with law, only Class Members who timely object to the Settlement pursuant to the terms immediately above may appeal any Final Judgment. The proposed Final Judgment shall provide that any Class Member that wishes to appeal Final Judgment, which appeal will delay the distribution of the

Settlement to the Class, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

**SECTION 8 - ATTORNEYS' FEES, REIMBURSEMENT
OF EXPENSES, AND INCENTIVE AWARD TO PLAINTIFF**

§ 8.1 STERIS will not oppose an application by Class Counsel seeking the payment of attorneys' fees and expenses in the aggregate amount of no more than two million dollars (\$2,000,000).

§ 8.2 STERIS also agrees not to oppose (and shall pay, if approved by the Court), the application of an incentive award to the named plaintiff, Physicians of Winter Haven LLC, d/b/a Day Surgery Center, in the amount of fifteen thousand dollars (\$15,000.00).

§ 8.3 The Court-awarded attorneys' fees and expenses and incentive award shall be paid by STERIS to Class Counsel within seven (7) business days following the Effective Date.

§ 8.4 STERIS agrees to pay all reasonable costs associated with Class Notice, the Notice Plan and the administration of claims, including but not limited to all of the reasonable fees and expenses of the Claims Administrator. STERIS's payment of the reasonable costs associated with the Class Notice, the Notice Plan, and the administration of claims shall be separate from and in addition to the two million dollars (\$2,000,000) (or any other amount approved by the Court) that it shall pay to Class Counsel for attorneys' fees and expenses in accordance with § 8.1 above. The Parties agree that they will take reasonable efforts to monitor and

minimize these costs, including by having STERIS undertake tasks where reasonably feasible and otherwise consistent with this Agreement. STERIS's obligations to pay Class Counsel's Court-approved fees and expenses, incentive award to Plaintiff, and payment to the Claims Administrator shall not reduce or impact the Settlement Consideration.

§ 8.5 In the event that other Persons seek to represent the Class or some portions of the Class, STERIS shall have no responsibility for, and no liability whatsoever under this Agreement with respect to, fees or expenses incurred by such other Persons or their counsel or for any fees or expenses they may be awarded.

SECTION 9 - REPRESENTATIONS AND WARRANTIES

§ 9.1 Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of the Plaintiff, to execute, deliver, and perform this Settlement and to take of the actions and consummate all of the transactions contemplated hereby.

§ 9.2 STERIS represents and warrants that (a) STERIS has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby; (b) STERIS has received (or will promptly seek to receive) any authorization and approval needed from its Board of Directors to enter into this Settlement Agreement; (c) once approved by the Board, the execution, delivery, and performance by STERIS of this Settlement Agreement and the consummation by it of the actions contemplated hereby will have been duly

authorized by all necessary corporate action on the part of STERIS; and (d) this Settlement Agreement has been duly and validly executed and delivered by STERIS and constitutes its legal, valid, and binding obligation. STERIS's undersigned counsel represents and warrants that they are fully authorized to execute this Settlement Agreement on behalf of STERIS and thereby bind STERIS to the Settlement Agreement.

§ 9.3 The Parties warrant and represent that no promise, inducement or consideration for the Settlement has been made, except for those set forth herein. No consideration, amount or sum paid, accredited, offered or expended by STERIS in its performance of this Settlement Agreement and the Settlement constitutes a fine, penalty, punitive damages or other form of assessment for any claims against it.

SECTION 10 - MISCELLANEOUS PROVISIONS

§ 10.1 Disputes Regarding Class Membership And Eligible SS1

Devices: Any Person who claims to (a) be a Class Member, but does not appear on the Class List, or (b) have an Eligible SS1 Device that was not listed on a Claim Form, may submit a written claim to the Claims Administrator. A written claim to establish that a Person is a Class Member must be accompanied with documentary evidence sufficient to show that the Person is a Healthcare Provider and owns or owned an SS1 Device that was in use during or after December 1, 2009. A written claim to establish that an SS1 Device that was not listed on a Claim Form was an

Eligible SS1 Device must be accompanied by documentary evidence sufficient to show that the Person submitting the written claim is a Class Member that owns or owned an SS1 Device that was in use on or after December 1, 2009, but was not listed on a Claim Form. The Claims Administrator shall (a) provide a copy of all claims and documentation received under this section to the Parties' counsel, (b) allow the Parties to be heard, and (c) evaluate and resolve all written claims under this section.

§ 10.2 Cooperation: The Parties (a) acknowledge that it is their intent to promptly consummate this Settlement Agreement, and (b) agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of the Settlement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement.

§ 10.3 No Admissions: The Parties represent that the Settlement Agreement reflects a good faith settlement of Plaintiff's and the Class's claims, reached voluntarily after arms-length negotiation and consultation with experienced legal counsel. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

§ 10.4 Modification: The Settlement may be amended or modified only by a written instrument signed by or on behalf of both Parties or their successors-in-interest. It is expressly contemplated that the Parties will, by mutual agreement and without signed written instruments agreeing to the changes, modify and finalize the exhibits hereto before publication or filing with the Court.

§ 10.5 Treatment of STERIS Documents: All STERIS internal documents provided to or obtained by Class Counsel in connection with this Action shall be returned to STERIS or destroyed within sixty (60) days of the Effective Date.

§ 10.6 Entire Agreement And Costs: The Settlement constitutes the entire agreement among the Parties hereto and no representations, warranties, or inducements have been made to any Party concerning the Settlement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement. Except as otherwise provided herein, each Party shall bear its own costs.

§ 10.7 Notices: Whenever, under the terms of this Settlement Agreement, a Person is required to provide service or written notice to STERIS, Class Counsel, or to the Court, such service or notice shall be directed to the individuals and addresses specified below:

As to Plaintiff:
Nicholas E. Chimicles
Joseph G. Sauder
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
361 West Lancaster Avenue

One Haverford Centre
Haverford, PA 19041-0100
Telephone: (610) 642-8500
Fax: (610) 649-3633
Email: Nick@Chimicles.com
JGS@chimicles.com
BFJ@chimicles.com

As to Defendant STERIS:

David B. Alden
Paula Batt Wilson
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114-1190
Telephone: (216) 586-3939
Fax: (216) 579-0212
Email: dbalden@jonesday.com
pbwilson@jonesday.com

As to the Court:

U.S. District Court for the Northern District of Ohio
Carl B. Stokes U.S. Courthouse
Attn: Clerk's Office
801 West Superior Avenue
Cleveland, Ohio 44113

§ 10.8 Execution By Counterparts: The Settlement Agreement may be executed by facsimile and in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves original signed counterparts, and a complete set of original executed counterparts shall be filed with the Court.

§ 10.9 Successors And Assigns: The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

§ 10.10 Continuing Jurisdiction: The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement and the Release, and all Parties hereto and their counsel submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement and Release embodied in the Settlement Agreement.

§ 10.11 Governing Law: The Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Ohio, and the rights and obligations of the Parties to the Settlement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to that state's choice-of-law principles.

§ 10.12 Headings: The headings contained in this Settlement Agreement are for convenience only, do not constitute part of the Settlement Agreement, and shall not limit, be used to interpret or otherwise affect in any way the provisions of this Settlement Agreement.

§ 10.13 Miscellaneous: In construing this Settlement Agreement, the use of the singular includes the plural (and vice versa) and the use of the masculine includes the feminine (and vice versa). STERIS has agreed to provide Class Counsel with additional confirmatory information to support the Settlement. The Parties may, subject to Court approval where required, agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement

Agreement to be executed, by their duly authorized attorneys:

Agreed to by:

Dated: February 7, 2011

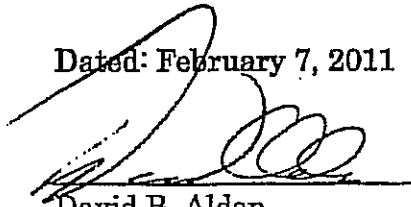


Nicholas E. Chimicles
Joseph G. Sauder
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

Thomas A. Muzilla
1100 Tower at Erieview
1301 East Ninth Street
Cleveland, OH 44114

*On Behalf of Physicians
of Winter Haven LLC,
d/b/a Day Surgery Center,
and the Settlement Class*

Dated: February 7, 2011



David B. Alden
Paula Batt Wilson
Justin M. Cernansky
JONES DAY
901 Lakeside Avenue
Cleveland, OH 44114

John M. Majoras
JONES DAY
P.O. Box 165017
Columbus, OH 43216-5017

On Behalf of STERIS Corporation

EXHIBIT A

Physicians of Winter Haven LLC, d/b/a Day Surgery Center
v. STERIS Corporation, No. 1:10-cv-00264-CAB (N.D. Ohio).

CLAIM FORM

You are receiving this Claim Form because you may be a member of a settlement class in *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, No. 1:10-cv-00264-CAB, an action pending in the United States District Court for the Northern District of Ohio. Very generally, the settlement class consists of certain U.S. healthcare providers that own or owned one or more STERIS SYSTEM 1® Processors.

Subject to the terms of the settlement agreement, each settlement class member is, for each eligible SYSTEM 1 Processor returned in connection with this settlement or under STERIS's separate rebate program, entitled to (1) a \$1,000 credit toward the purchase of accessories, parts or consumables for the STERIS SYSTEM 1E™ Processor; or (2) either (a) a \$500 credit toward the purchase of other STERIS products or (b) \$300 in cash. For other eligible processors (*i.e.*, those that you do not have and that have not been returned to STERIS in the rebate program), settlement class members are entitled \$200 in cash. To be eligible, you must first fill out this claim form and return it to the claims administrator at the address provided below.

DEADLINE: POSTMARKED BY DECEMBER 31, 2012
--

INSTRUCTIONS:

- A. Please read these instructions carefully and type or neatly print all the information that is requested.
- B. As indicated on the Claim Form, you may be entitled to different benefits depending on whether you are in Sub-Class A, Sub-Class B, or Sub-Class C. The Claim Form has been customized to indicate the number of eligible SYSTEM 1 Processors your healthcare facility purchased.
- C. After completing the Claim Form, send it back to the claims administrator postmarked on or before December 31, 2012.
- D. You must verify, under penalty of perjury, that the information on your

Claim Form is correct.

- E. Your Claim Form will be checked and verified by the claims administrator. You should keep copies of all documents that support your claim while this is going on.
- F. A Claim Form will be considered submitted to the claims administrator if it is mailed in a first-class envelope postmarked by December 31, 2012. You may want to send in your Claim Form by certified mail, return receipt requested. If you send the Claim Form to the claims administrator in some way other than first-class mail, the Claim Form will be considered "submitted" when it is received by the claims administrator.
- G. The claims administrator will not tell you that it has received your Claim Form. If you want to receive written notice that the claims administrator gets your form, send it by certified mail, return receipt requested.
- H. It will take some time to process all the forms and notify STERIS of customers that are entitled to credits or cash payment. This work will be done as fast as possible, but each claim must be checked for accuracy and recorded.
- I. Please write or call the claims administrator immediately if your address changes.

THE CLAIM FORM MUST BE FILLED OUT AND SIGNED IF YOU WANT TO RECEIVE ANY BENEFITS UNDER THE SETTLEMENT. THE ENVELOPE RETURNING THE CLAIM FORM MUST BE *POSTMARKED NO LATER THAN DECEMBER 31, 2012*, AND MUST BE MAILED TO:

[INSERT CLAIMS ADMIN ADDRESS]

CLAIM FORM

PART 1: CLAIMANT IDENTIFICATION

Claimant's Name:

_____ [to be pre-populated by Steris] _____

Mailing Address:

_____ [to be pre-populated by Steris] _____

Number of eligible STERIS SYSTEM 1® Sterile Processors:

_____ [to be pre-populated by Steris] _____

Serial numbers of eligible STERIS SYSTEM 1® Sterile Processors:

_____ [to be pre-populated by Steris] _____

Daytime telephone number: _____

E-mail address: _____

If any of the information provided above is incorrect, please correct it on this form.

PART 2: YOUR ELIGIBLE STERIS SYSTEM 1 PROCESSOR(S) AND THE VALUE YOU WILL RECEIVE UNDER THE SETTLEMENT.

STERIS's records indicate that you are a healthcare provider that purchased one or more SYSTEM 1 Processors that may qualify you to participate in this settlement. For each potentially eligible SYSTEM 1 Processor, a separate "Form A" bearing the unit's serial number is attached. Please complete all of the "Forms A" that are attached – one for each processor – and then proceed to Part 3.

Form A [Complete 1 Form A for each unit]

STERIS SYSTEM 1@ Processor Serial No. [INSERT SERIAL #]

(1) Does your healthcare facility still have the SYSTEM 1 Processor bearing the serial number listed above?

Yes No

If you answered "No" to question (1), proceed to question (2). If you answered "Yes" to question (1), then proceed to question (3).

(2) Was the SYSTEM 1 Processor bearing the serial number listed above previously returned to STERIS?

Yes No

If you answered "No" to question (1) and this SYSTEM 1 Processor has been disposed of, your healthcare facility is entitled to \$200 in cash for this SYSTEM 1 Processor, and you are finished with the Form A claim form for this unit. If you answered "Yes" to question (2), then proceed to question (4).

(3) Does your healthcare facility agree to return this SYSTEM 1 Processor to STERIS's representative if STERIS will, at no charge to your facility, de-install and dispose of it?

Yes No

If you answered "No," your healthcare facility is not eligible to recover under the settlement for this SYSTEM 1 Processor, and you are finished with the Form A claim form for this unit. If you answered "Yes," proceed to the next question.

(4) Does your healthcare facility agree to either (a) return all opened and used parts and consumables for your SYSTEM 1 Processor, including all trays, quick connects, S20 sterilant, and other items, to STERIS's representative if STERIS will, at no charge to your facility, dispose of them, or (b) certify through the verification at the end of this Claim Form that they have been disposed ?

Yes No

If you answered "No," your healthcare facility is not eligible to recover under the settlement for this SYSTEM 1 Processor, and you are finished with this the Form A claim form for this unit. If you answered "Yes," proceed to the next question.

(5) Has your healthcare facility either purchased a STERIS SYSTEM 1E™ Processor or does it plan to purchase one before December 31, 2012?

Yes No

If you answered "Yes," when it purchases a STERIS SYSTEM 1E™ Processor, your healthcare facility is entitled to a \$1,000 credit toward any accessories, parts or consumables for the STERIS SYSTEM 1E™ Processor, and you are finished with the Form A claim form for this unit. If you answered "No," proceed to the next question.

(6) Your healthcare facility is, for this SYSTEM 1 Processor, entitled to either (a) a credit of \$500 toward STERIS products under the terms specified in the settlement, or (b) \$300 in cash. Please make that election below:

\$500 credit \$300 cash

You are finished with the Form A claim form for this unit.

PART 3: SUBMISSION TO JURISDICTION OF THE COURT

By signing below, I agree that the United States District Court for the Northern District of Ohio has the power to rule on my claim as a Class Member, and that the Court has the power to enforce the Release described below.

PART 4: AGREEMENT TO RELEASE

By signing below and accepting the value provided to you in this settlement, you agree to be bound by the release set forth in the Settlement Agreement. By signing below, you will NOT be releasing any actual or potential claims (including indemnification claims) for bodily harm related to use of the SS1, its parts, consumables and services.

VERIFICATION

I declare under penalty of perjury under the laws of the United States that the foregoing information provided by the undersigned, including but not limited to information about disposal of SS1 processors, parts, accessories, and consumables, is true and correct to the best of my knowledge. I further certify that I am authorized to sign and submit this claim form and release on behalf of the Healthcare Provider listed on the form, as well as its subsidiaries and affiliates.

Dated: _____

(Sign your name here)

(Type/Print your name here)

(Type/Print the name of your healthcare facility)

(Type/Print your position at the healthcare facility)

Once completed and signed, please return the Claim Form to the Claims Administrator at the following address:

_____.

EXHIBIT B

LEGAL NOTICE OF PROPOSED SETTLEMENT STERIS SYSTEM 1® Processing System ("SS1")

Healthcare Providers that purchased a STERIS SYSTEM 1® ("SS1") before January 1, 2009, and that meet certain other conditions, may be eligible for valuable benefits under a proposed settlement in a class action lawsuit.

A proposed settlement of a class action lawsuit against STERIS Corporation has been reached on behalf of certain healthcare providers that bought SS1s before January 1, 2009. The lawsuit alleges that STERIS made material changes to the SS1 after its initial clearance from the U.S. Food & Drug Administration ("FDA") without obtaining subsequent clearance. FDA has recommended that users transition to alternative devices no later than August 2, 2011. SS1 users are permitted to continue using their SS1 processors until August 2, 2011, while they transition to acceptable alternatives, subject to certain condition and limitations such as the filing of a Certificate of Medical Necessity with STERIS. There are no allegations in this case that the SS1 creates a safety hazard, and there has been no evidence uncovered in this case that anyone has been harmed as a result of using the SS1. A federal court authorized this notice. Before any benefits are paid, the Court will have a hearing to decide whether to approve this proposed settlement.

Am I A Class Member? You are a Class Member if you are a U.S. healthcare provider that purchased one or more SS1 devices before January 1, 2009, and if you meet certain other conditions identified in the full written notice of this settlement. If you do not receive a full written notice in the mail and believe you should be a Class Member, you may contact the claims administrator at (telephone) or download the full Notice and sample Claim Form at www._____.com.

What Does The Settlement Provide? The proposed settlement provides credits for certain STERIS products and, in some cases, cash, depending upon elections made on the Claim Form. Class Counsel estimate that the value of the Settlement to the Class Members is in excess of \$20 million.

How Do I Get More Information? A copy of the full written notice describing the proposed settlement and a sample Claim Form can be downloaded from www._____.com and also is available by mail from _____. You can also call the claims administrator with questions at _____).

What Are My Options? To request benefits, you must complete and mail a Claim Form so that it is postmarked by December 31, 2012. If you do not wish to be in the settlement, you may exclude yourself from the Settlement Class by sending a written request postmarked by _____. Or you may stay in the Settlement Class and object to the proposed settlement by sending a written objection postmarked by _____. Visit www._____.com or call _____ for more details about the proposed settlement, your rights, and how to file a Claim Form for benefits.

The Court will hold a hearing on _____ to consider whether to approve the proposed settlement and whether to grant Class Counsel's request for \$2 million in attorneys' fees and expenses, to which STERIS does not object. You do not have to attend the hearing.

For More Information, Including A Full Notice And Sample Claim Form, Go To:

Claims Administrator]
[insert address + 800 number]

CLAIM FORMS MUST BE POSTMARKED BY DECEMBER 31, 2012

EXHIBIT C

LEGAL NOTICE

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

NOTICE OF PROPOSED SETTLEMENT AND HEARING

Healthcare Providers that purchased a STERIS SYSTEM 1@ processing system before January 1, 2009, and that meet certain other conditions, are eligible for valuable benefits under a proposed settlement in a class action lawsuit.

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

A class action lawsuit was filed in February 2010 by a Florida surgical center ("Plaintiff") against STERIS Corporation. The Plaintiff alleged, on behalf of itself and others, that STERIS made changes to its SYSTEM 1 processing system ("SS1") after its initial clearance from the U.S. Food and Drug Administration, without obtaining new clearance and, as a result, users must transition to an alternative device by August 2, 2011.

STERIS and Plaintiff have reached a proposed settlement of the lawsuit (the "Proposed Settlement"). Class Counsel estimate that the value of the Settlement to the Class Members is in excess of \$20 million. This Notice explains the terms of the Proposed Settlement, describes your rights and options – and the deadlines to exercise them -- and tells you where to find more information. The Court in charge of this case has not yet decided whether to give final approval to the Proposed Settlement. Benefits under the Proposed Settlement will be distributed only if the Court grants final approval of the Proposed Settlement and after any potential objections and appeals are resolved.

Your legal rights are affected whether you act or don't act. Please read this notice carefully.

Stay In the Class	RESULT
Submit a Claim Form by 12/31/2012	The only way to receive the benefits made available under the Proposed Settlement.
Object by [DATE]	Tell the Court if you don't like the Proposed Settlement and explain why you think it shouldn't be approved.
Go To A Hearing on [DATE/TIME]	Ask to speak in Court about the fairness of the Proposed Settlement.
Do Nothing	You get none of the benefits made available under the Proposed Settlement. You give up your right to sue STERIS on the legal claims in this case, but not for bodily injuries.

Exclude Yourself By [DATE]	Get no benefits. This is the only option that allows you to ever be a part of any future lawsuit against STERIS about the legal claims in this case, other than claims for bodily injuries.
How Do I Know If I Have An Eligible SS1 Processor?	See the explanation on page 3 of this Notice.

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I. BASIC INFORMATION

A. WHY DID I GET THIS NOTICE PACKAGE?

The Court ordered that you be sent this Notice because STERIS identified your facility as a healthcare provider that purchased one or more SS1 devices that may be eligible for benefits under this Proposed Settlement.

You have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement, and after any appeals are resolved, the Court will allow eligible Class Members who submit Claim Forms by the deadline (December 31, 2012) and fulfill the other conditions of the Settlement to share in the settlement proceeds. The lawsuit will be dismissed with prejudice, and Class Members that do not take steps to exclude themselves from the Settlement will be bound by the Settlement and will no longer have the right to bring a lawsuit about these same claims.

The Court in charge of this case is the United States District Court for the Northern District of Ohio in Cleveland. The case is called *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corp.*, No. 1:10-cv-00264-CAB. The name of the judge is The Honorable Christopher Boyko. The party that sued (Physicians of Winter Haven LLC) is called the Plaintiff, and the party it sued (STERIS Corporation) is called the Defendant.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

B. WHY SHOULD I READ THIS NOTICE?

The purpose of this Class Notice is to inform you about: (1) what this case is about; (2) the terms of the Proposed Settlement; (3) how the Proposed Settlement may affect your rights; (4) your rights and options with respect to the lawsuit, including the right to object to the Proposed Settlement or exclude yourself from the Settlement if you choose not to participate; and (5) a hearing to be held by the Court to consider whether the Proposed Settlement should be approved.

This Notice, which has been approved by the Court, is only a summary of the Proposed Settlement. You can find out more details by reading a copy of the Settlement Agreement, which can be downloaded from [-----](#)

C. WHAT IS THIS LAWSUIT ABOUT?

Medical devices such as SS1 must be submitted to U.S. Food and Drug Administration ("FDA") before they can be sold to healthcare providers in the United States. FDA cleared SS1 for sale in 1988.

Over time, STERIS made certain changes to SS1. During that time, between 1988-2008, thousands of SS1s were used more than 250 million times. In May 2008, FDA notified STERIS that, for each of several specific changes to the device, FDA believed that STERIS should have submitted a new application for clearance with FDA. STERIS disagreed with FDA's position that new regulatory clearance was required.

In December 2009 and again in February 2010, FDA communicated with healthcare providers and recommended that they transition from SS1 to an alternative device as soon as practicable, but no later than August 2, 2011.

Plaintiff filed this lawsuit on February 5, 2010. The lawsuit does not allege that the use of SS1 or instruments processed in SS1 creates or presents a safety or health hazard to patients, owners, employees, or users. There are no allegations or evidence that any patient, owner, employee, or user has been physically harmed or suffered bodily injury as a result of using SS1, and any such claims are not being released under this Proposed Settlement.

In April 2010, FDA cleared STERIS's next generation SYSTEM 1E™ liquid chemical sterilant processing system ["SS1E"]. STERIS is now offering SS1E for sale.

D. DOES THIS LAWSUIT AFFECT MY BENEFITS UNDER STERIS' EXISTING REBATE PROGRAM?

No. STERIS implemented a customer rebate program in April 2010 in connection with a consent decree that resolved the FDA's separate allegations regarding SS1's regulatory status (the "Rebate Program").

Healthcare providers that purchased their SS1 processors in 2009 already are eligible for a full rebate of the purchase price under the Rebate Program (provided that certain conditions are satisfied) and therefore, they are **not** eligible for benefits under this Proposed Settlement.

Healthcare providers that purchased their SS1 processors before 2009, and who meet the conditions set out later in this Notice, are eligible for benefits under both the Rebate Program and this Proposed Settlement.

More information about SS1's regulatory status, including the consent decree with attached Transition Plan resolving the FDA's complaint, is available on the docket of the United States Court for the Northern District of Ohio, under the case captioned *United States v. STERIS Corp., et al.*, Case: 1:10-cv-00816-CAB and may be viewed at the Office of the Clerk of the Court, United States District Court, Carl B. Stokes U.S. Court House, 801 West Superior Avenue, Cleveland, Ohio 44113.

More information about the benefits available under the Rebate Program is available at www.steris.com or from your STERIS field representative.

E. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called the Class Representatives (in this case, Plaintiff, Physicians of Winter Haven LLC), sue on behalf of all people who have similar claims. The Settlement Class (those who have similar claims) in this case consists of certain healthcare providers that own SS1 devices that were in use in December 2009 and were purchased before January 1, 2009, as set forth more fully below. These individuals and facilities are called Class Members. A class action resolves the issues for all Class Members, except for those who exclude themselves (or "opt out") from the Class.

F. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or in favor of STERIS. By settling the case, both sides avoid the risks and costs of a trial. Plaintiff (the Class Representative) and its attorneys think the Proposed Settlement is best for the Class Members.

II. WHO IS IN THE PROPOSED SETTLEMENT?

A. HOW WERE THE CLASS MEMBERS AND ELIGIBLE DEVICES IDENTIFIED?

In connection with monitoring the transition of SS1 users to alternative devices, STERIS, based on service records and to the best of its knowledge, identified all SS1 processors then in use in the United States as of December 2009 and the customers that owned them. That list (the "Transition List") encompassed approximately 20,000 SS1 processors owned by approximately 6,600 customers.

From the Transition List, STERIS removed (i) all processors owned by STERIS and (ii) all processors that were purchased by customers in 2009. (As noted above, customers who purchased SS1 processors in 2009 are not part of this Proposed Settlement because they are already eligible for a full refund under the existing Rebate Program.)

The resulting list of SS1 processors represents the "Eligible SS1 Devices" in this Proposed Settlement and the customers that own them, although there is a procedure for owners to establish that SS1 processors not identified through this process also are eligible.

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

Three groups of healthcare providers are eligible for benefits under the settlement.

1. Sub-Class A

This group is for healthcare providers that wish to purchase a new SS1E processing system. Members of Sub-Class A are eligible to recover under the Proposed Settlement if:

- They are "Healthcare Providers;"
- Their SS1 processors appear on the Transition List, as modified, or are shown to have been in use in December 2009 and purchased before January 1, 2009;
- They have purchased, or will purchase, a new SS1E from STERIS on or before December 31, 2012;
- They have returned (pursuant to the Rebate Program), or will return, their SS1 processors, and all related parts, accessories, consumables and sterilant to STERIS's representative; and
- They submit a Claim Form postmarked by December 31, 2012.

2. Sub-Class B

This group is for healthcare providers that wish to purchase other STERIS products. Members of Sub-Class B are eligible to recover under the Proposed Settlement if

- They are “Healthcare Providers;”
- Their SS1 processors appear on the Transition List, as modified, or are shown to have been in use in December 2009 and purchased before January 1, 2009;
- They have returned (pursuant to the Rebate Program), or will return, their SS1 processors, and all related parts, accessories, consumables and sterilant to STERIS's representative; and
- They submit a Claim Form postmarked by December 31, 2012.

3. Sub-Class C

This group is for healthcare providers that no longer have their SS1 processors and thus cannot return them to STERIS. Members of Sub-Class C are eligible to recover under the Proposed Settlement if:

- They are “Healthcare Providers;”
- Their previously-owned SS1 processors appear on the Transition List, as modified, or are shown to have been in use in December 2009 and purchased before January 1, 2009; and
- They submit a Claim Form postmarked by December 31, 2012.

C. WHICH CUSTOMERS AND DEVICES ARE NOT ELIGIBLE FOR THIS PROPOSED SETTLEMENT?

If your facility purchased an SS1 that does not appear on the Transition List, as modified, that SS1 is not an Eligible SS1 Device unless you show that the processor was in use in December 2009 and was purchased before January 1, 2009. Further, your facility may be eligible to participate in this Proposed Settlement based on its ownership of a different SS1 processors.

Any SS1s purchased in 2009 are not eligible for this Proposed Settlement. STERIS is already offering a full rebate of the purchase price of these units under the existing Rebate Program. If your facility purchased an SS1 unit in 2009, and other SS1 devices in earlier years (which appear on the Transition List), your facility still may be eligible to participate in this Proposed Settlement for those earlier processors.

D. WHO CAN I CONTACT IF I AM NOT SURE IF I QUALIFY?

If you are still not sure if your facility is included, or if you think you have an Eligible SS1 Device and should have been included, you can ask for help. You can call the claims administrator, -----, toll-free

at -----, who will help answer your questions. For more information, you can also visit the website, at www.-----. If you are still not sure whether or not you are included, you can just fill out the Claim Form and return it to see if you qualify. **Please do not contact the Court with questions about the Proposed Settlement.**

III. THE PROPOSED SETTLEMENT BENEFITS: WHAT YOU GET

A. WHAT CAN I GET UNDER THE SETTLEMENT?

The benefits made available to Class Members differ depending on whether you are, or elect to become, a member of Sub-Class A, Sub-Class B, and/or Sub-Class C, as those groups are discussed above, and require completion and timely submission of the Claim Form.

- Members of Sub-Class A will be eligible for a STERIS SS1E credit in the amount of \$1,000.00 per Eligible SS1 Device. The SS1E credit can be applied toward any accessories, parts or consumables for a SS1E, and are valid until December 31, 2012.
- Members of Sub-Class B will be eligible to receive, at their option, either: (a) a STERIS Product Credit in the amount of \$500.00 per Eligible SS1 Device, or (b) a cash payment from STERIS of \$300.00 per Eligible SS1 Device. The STERIS Product Credits can be used toward the purchase of any STERIS product other than the SS1E processor and are valid until December 31, 2012.
- Members of Sub-Class C will be eligible to receive \$200 in cash per Eligible SS1 Device.

A complete description of the Settlement Agreement is provided in the Stipulation of Settlement. Class Counsel estimate that the value of the Settlement to the Class Members is in excess of \$20 million. You can get a copy of the Settlement Agreement by visiting www.-----.com or by calling -----.

B. WHAT IF MY HEALTHCARE FACILITY PURCHASED MORE THAN ONE ELIGIBLE SS1? CAN I COMBINE THOSE PURCHASES UNDER THE SETTLEMENT?

Yes. You are entitled to receive settlement benefits for each of the Eligible SS1 Devices that you purchased or own. For example, if you are a member of Sub-Class A and have three Eligible SS1 Devices, you could apply them toward a \$3,000.00 credit for SS1E parts or consumables.

C. TAX CONSEQUENCES OF SETTLEMENT

Filing a Claim under the Settlement may have tax consequences for you, depending upon your individual circumstances. You should consult your tax advisor regarding the tax consequences of the Proposed Settlement and any tax reporting obligations with respect thereto. No opinion concerning the tax consequences of the Settlement to any Class Member is being given, or will be given, by any of STERIS, STERIS's Counsel, or Class Counsel. None of the Parties to the lawsuit, their lawyers, or the Court is providing any representation or guarantee as to the tax consequences of the Settlement to any Class Member. Each Class Member is solely responsible for its tax reporting and other obligations respecting the Settlement, if any.

D. HOW TO GET YOUR BENEFITS: SUBMITTING A CLAIM FORM

The Proposed Settlement must be approved by the Court before any benefits are distributed to Class Members. That approval will take at least three months, and could take longer if there are appeals involved. Please be patient.

When the Court issues an order giving final approval to the Proposed Settlement, you will receive one or more Claim Forms bearing the serial number(s) of your Eligible SS1 Device(s). The Claim Form will have instructions to help you make the necessary choices among the options available to you as a Class Member. Those choices will determine whether you fall within Sub-Class A, Sub-Class B or Sub-Class C for each of your SS1 devices. The Claim Form also will contain contact information so you can get help from the Claims Administrator.

E. WHAT AM I GIVING UP BY PARTICIPATING IN THE SETTLEMENT?

If you meet the definition of "Class Member," you are part of the Class unless you file a Request for Exclusion. As part of the Class, you will be bound by the Settlement and Court orders. If you are a Class Member, you are bound by the Settlement whether or not you file a Claim Form or receive a benefit.

When and if the Proposed Settlement is approved, all Class Members who do not file a "Request for Exclusion" and the "Releasing Parties" (as defined in the Settlement Agreement) will be deemed to release STERIS and any other "Released Party" (as defined in the Settlement Agreement) of any liability for "Released Claims" (as defined in the Settlement Agreement). Class Members also will be enjoined from bringing the claims that have been released. No claims for bodily harm (including indemnification claims) are released under the Proposed Settlement.

When and if the Court enters the final judgment and approves this Proposed Settlement, Class Members will be deemed to have given up all their rights as to the Released Claims and will be barred from suing STERIS or the other Released Parties.

Also, upon final judgment and approval of the Settlement, Class Members can no longer benefit from California Civil Code section 1542 (and similar state laws), which provides:

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

Class Members and the Released Parties may still seek the assistance of the Court to enforce the Settlement Agreement, and the Court will continue to oversee the lawsuit in order to interpret and enforce the Settlement Agreement.

IV. EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you are a Class Member, you will automatically be bound by the terms of the Settlement, unless you take affirmative steps to get out of the Settlement Class. This is called “excluding yourself” or “opting out” of the Class.

A. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive the benefits under this Proposed Settlement but you want to keep the right to sue STERIS on your own, then you must take steps to preserve that right. This is called “excluding yourself” and is sometimes referred to as “opting out” of the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement in this case. You must include the name of the owner of the eligible SS1 Device(s), the serial number(s) of the eligible SS1 Device(s), address, telephone number, and the signature of a person duly authorized to commit the facility or owner of the devices. Requests for Exclusion will be accepted only from individual Class Members. “Mass” or “class” opt-outs or exclusions are not permitted.

You must send your request for exclusion to the lawyers for the class in this case. The exclusion request must be postmarked no later than **[insert date in bold]**. Send it to:

CLASS COUNSEL

Nicholas E. Chimicles, Esq.
Joseph G. Sauder, Esq.
Benjamin F. Johns, Esq.
CHIMICLES & TIKELLIS LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

You cannot exclude yourself on the phone or by email. You cannot object to the Proposed Settlement or speak at the fairness hearing if you exclude yourself from the Class.

B. IF I DO NOT EXCLUDE MYSELF (IF I STAY IN THE CLASS), CAN I SUE STERIS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you stay in the Settlement Class and you give up the right to sue STERIS for the claims that this Proposed Settlement involves.

C. IF I EXCLUDE MYSELF, CAN I GET BENEFITS UNDER THE SETTLEMENT?

No. If you exclude yourself, do not send in a Claim Form to ask for any benefits. Also, you cannot object to the Proposed Settlement. But, you may sue STERIS in the future about the SS1 on your own. Note that, even if you do not exclude yourself and you remain a Class Member, you can later sue

STERIS individually for any bodily injuries, including indemnification claims, related to the use of the SS1.

V. THE LAWYERS AND PARTY REPRESENTING YOU

A. DO I HAVE A LAWYER IN THIS CASE?

Plaintiff and the Class are represented by Nicholas E. Chimicles, Joseph G. Sauder, and Benjamin F. Johns of CHIMICLES & TIKELLIS LLP ("Class Counsel"). You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

B. HOW WILL THE LAWYERS AND THE CLASS REPRESENTATIVE BE PAID?

Class Counsel will ask the Court to award them attorneys' fees and out-of-pocket expenses of up to an aggregate amount of \$2,000,000.00 (two million dollars), which, subject to Court approval, STERIS will pay in addition to the benefits available to Class Members under the Settlement.

Class Counsel will also ask the Court to approve an incentive award payment to the named Plaintiff (up to a total of \$15,000.00). STERIS has agreed to not oppose these requests.

VI. OBJECTING TO THE PROPOSED SETTLEMENT

A. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE PROPOSED SETTLEMENT OR SOME PART OF IT?

If you're a Class Member, you can object to the Proposed Settlement if you don't like any part of it. You can give reasons why you think the Court shouldn't approve it. The Court will consider your views so long as you follow the directions below.

To object, you must send a letter saying that you object to the Proposed Settlement in this case (*Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corp.*, No. 1:10-cv-00264-CAB) and explain all of your objections and your reasons why you think the Proposed Settlement shouldn't be approved by the Court. You must also state whether you intend to appear personally at the Final Approval Hearing, or have your attorney make an appearance. You must include the name of the owner of the Eligible SS1 Devices address, telephone number, and the signature of an individual duly authorized to commit the Class Member.

Mail the objection to three places -- the Court, Class Counsel and Defense Counsel -- at the addresses below so that your objection is postmarked no later than **[insert date]**.

COURT

U.S. District Court for the Northern District of Ohio
Carl B. Stokes U.S. Courthouse
Attn: Clerk's Office
801 West Superior Avenue
Cleveland, Ohio 44113

Re: *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corp.*,
Case No. 1:10-cv-00264-CAB.

CLASS COUNSEL

Nicholas E. Chimicles, Esq.
Joseph G. Sauder, Esq.
Benjamin F. Johns, Esq.
CHIMICLES & TIKELLIS LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

DEFENSE COUNSEL

David B. Alden, Esq.
Paula Batt Wilson, Esq.
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114-1190

Any Class Member that does not make its objections according to all these requirements waives its objections to the Settlement, to payment of attorneys' fees and expenses to Class Counsel, and to payment of an incentive award to the Plaintiff/Class Representative.

B. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the Proposed Settlement. You can object only if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer legally affects you.

VII. THE COURT'S FAIRNESS HEARING

A. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?

On [insert date], the U.S. District Court for the Northern District of Ohio will hold a fairness hearing at [insert address] in Courtroom [insert courtroom] to determine whether the Class was properly certified and whether the Proposed Settlement is fair, adequate, and reasonable. The Court will listen to people who have objected and asked to speak at the hearing. The Court may also decide how much to pay Class Counsel, and whether to approve the payment of an incentive award to Plaintiff/Class Representative. This hearing may be continued or rescheduled by the Court without further notice. We do not know how long it will take the Court to give its decision. Please do not contact the Court directly except as set forth in this Notice.

B. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any question that the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection so that it is postmarked by the deadline, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

C. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the fairness hearing to explain your objections. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corp.*, No. 1:10-cv-00264-CAB." Be sure to include your name, address, telephone number, and signature and the case number (1:10-cv-00264-CAB). Your Notice of Intention to Appear must be postmarked no later than [insert date] and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses listed above.

You cannot speak at this hearing if you exclude yourself from the Settlement.

D. WHAT HAPPENS IF THE PROPOSED SETTLEMENT IS APPROVED?

When and if the Court approves the Proposed Settlement after the Final Approval Hearing, it will enter a "Final Judgment" which, among other things, will: (1) order all the Parties to carry out the terms of the Settlement; (2) dismiss the lawsuit with prejudice; and (3) put into effect the Releases.

VIII. WHAT IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

If the Court does not approve the Proposed Settlement, you will not receive the benefits described in this Notice. Also, if Class Members representing 2,500 or more SS1 devices "opt out" of the Class, the Settlement may fail. However, even if the Court does not award attorneys' fees and expenses to Class Counsel or an incentive award to the Plaintiff/Class Representative, the Settlement will still go through.

If the Settlement fails for any reason, no Class Member will be legally affected by the Settlement or anything else in this lawsuit, both Parties in this lawsuit will be back where they were before the Settlement Agreement, and neither Party may use or refer to the Settlement Agreement to the disadvantage of the other Party.

IX. IF YOU DO NOTHING

A. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not receive the benefits made available from STERIS pursuant to the Settlement. Also, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against STERIS concerning the issues in this case, ever again. Unless you exclude yourself, you need to file a Claim Form to receive the benefits made available under the Settlement. If the Proposed Settlement is finally approved, and you do not file a Claim Form or exclude yourself, you may receive a follow-up contact from a company called [insert name], which is acting as the "Claims Administrator" for this Settlement, asking if you want to submit a Claim Form and reminding you of the deadline.

X. GETTING MORE INFORMATION

A. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice is just a summary of the Proposed Settlement and may not answer all your questions. More details are in the Settlement Agreement and the documents that are "Exhibits" to the Settlement Agreement. See the next section for directions on finding that information.

B. HOW DO I GET MORE INFORMATION?

For more information about this Proposed Settlement, visit [www._____com](http://www._____.com) or contact the Claims Administrator directly by calling _____, or by writing to:

[address]

You may also read the papers about this lawsuit at the Office of the Clerk of the Court, United States District Court, Carl B. Stokes U.S. Court House, 801 West Superior Avenue, Cleveland, Ohio 44113.

You may seek advice from your attorney at your own expense.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, OR STERIS'S COUNSEL, FOR INFORMATION ABOUT THIS PROPOSED SETTLEMENT. ALL INQUIRIES ABOUT THIS PROPOSED SETTLEMENT SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR AT THE NUMBER OR ADDRESS ABOVE.

More information about benefits available now under the existing STERIS Rebate Program, which is separate from this Proposed Settlement, is available at www.steris.com or from your STERIS field representative.

BY ORDER OF THE COURT

Geri M. Smith
Clerk of the Court
United States District Court for the
Northern District of Ohio

WHEREAS, the Court has before it the Motion for Preliminary Approval of Settlement and a memorandum of law in support of that motion, together with the Settlement Agreement and its exhibits;

WHEREAS, for convenience, the Court will, in this Order, give capitalized terms and phrases the meanings given to those terms, and set forth more fully, in the Settlement Agreement; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Settlement Agreement and the Settlement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for the plaintiff and proposed settlement class and defendant STERIS Corporation, and that the requirements for granting preliminary approval of the Settlement are otherwise satisfied.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Settlement and Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing provided for below. The Court finds that (a) the Settlement is sufficiently within the range of reasonableness, and (b) notice to Class Members of the proposed Settlement should be given as provided in this Order pursuant to the Notice Plan set forth in the Settlement Agreement.

2. Pursuant to FED. R. CIV. P. 23, the Court conditionally certifies the Settlement Class, which consists of any Person that (a) is a Healthcare Provider¹

¹ Under § 1.19 of the Settlement Agreement, "Healthcare Provider" means a hospital, surgery center, or other provider of medical services located in the United States

and (b) owns or owned an Eligible SS1 Device.² Each Class Member also will be a Sub-Class A Member,³ a Sub-Class B Member,⁴ and/or a Sub-Class C Member.⁵

Further, Class Members may be in different sub-classes as to different Eligible SS1 Devices.

3. The Court further conditionally finds that plaintiff Physicians of Winter Haven LLC, d/b/a Day Surgery Center is an adequate class representative for the Settlement Class and that its claims are typical of the Class.

4. The Court further finds that Class Counsel are adequate counsel to represent the Settlement Class.

(including United States territories and possessions) that purchased an Eligible SS1 Device for the purpose of using it to process instruments used in surgery or other human healthcare procedures. A Person primarily engaged in manufacturing, designing, marketing, distributing, or advertising of medical devices is, among others, not a Healthcare Provider.”

² Under § 1.15 of the Settlement Agreement, “**Eligible SS1 Device**” means an SS1 Device that (a) was included on the Transition List prepared in December 2009 exclusive of (b) SS1 Devices owned by STERIS and (c) SS1 Devices purchased during 2009 (for which customers are entitled to a full refund under the Rebate Program). Other SS1 Devices that the Claims Administrator determines to be Eligible SS1 Devices under the procedures set forth in § 10.1 below because they were in use in December 2009 and were purchased before January 1, 2009, also are Eligible SS1 Devices.”

³ Under § 1.46 of the Settlement Agreement, “**Sub-Class A Member**” means a Class Member that (a) purchased or elects to purchase an SS1E Device from STERIS on or before December 31, 2012, and (b) either (i) still has the Eligible SS1 Device(s) or (ii) returned the Eligible SS1 Device(s) to STERIS in the Rebate Program.”

⁴ Under § 1.47 of the Settlement Agreement, “**Sub-Class B Member**” means a Class Member that (a) does not elect to purchase an SS1E Device from STERIS on or before December 31, 2012, and (b) either (i) still has the Eligible SS1 Device(s) or (ii) returned the Eligible SS1 Device(s) to STERIS in the Rebate Program.”

⁵ Under § 1.48 of the Settlement Agreement, “**Sub-Class C Member**” means a Class Member that, for any reason other than because the Eligible SS1 Device was returned to STERIS in the Rebate Program, no longer has the Eligible SS1 Device.”

5. The Court hereby appoints the following as Class Counsel for the

Class:

Nicholas E. Chimicles
Joseph G. Sauder
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

Thomas A. Muzilla
THE MUZILLA LAW FIRM
1100 Tower at Erieview
1301 East Ninth Street
Cleveland, OH 44114

6. The Court approves the Claim Form (Exhibit A to the Settlement Agreement), Publication Notice (Exhibit B to the Settlement Agreement) and the Long Form Notice (Exhibit C to the Settlement Agreement). The Court also approves the Notice Program as described in § 4.1 *et seq.* of the Settlement Agreement.

7. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, the conditional certification of the Settlement Class shall be void, the Defendant shall have reserved all of its rights to oppose any and all class certification motions, to contest the adequacy of Plaintiff as a typical or adequate representative of any putative class, to contest the merits of Plaintiff's claims, and to contest the adequacy of Class Counsel. Likewise, Plaintiff reserves all of its rights, including the right to continue with the litigation pending at the time of the

Settlement should the Settlement Agreement not be consummated or receive final approval from this Court.

8. No later than fifteen (15) days from the date of this Order preliminarily approving the Settlement, the Parties shall cause to be mailed to Class Members by first class mail the Long Form Notice. No later than ten (10) days after this notification is mailed to Class Members, the Parties shall submit for prompt publication the Publication Notice (Exhibit B to the Settlement Agreement) in trade journal(s) to be agreed upon. Such Notice Plan will be completed expeditiously pursuant to the terms of the Settlement Agreement. Class Members will have until no later than sixty (60) days from the Notice Date to opt-out, and sixty (60) days from the Notice Date to object to the proposed Settlement, and until December 31, 2012 to file Claim Forms. Prior to the Final Approval Hearing, the Claims Administrator shall serve and file a sworn statement attesting to compliance with meeting of the Notice Plan deadlines.

9. The Class Notice, Publication Notice, and Notice Plan to be provided as set forth in the Settlement Agreement are hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of FED. R. CIV. P. 23, Due Process, the Constitution of the United States, and all other applicable laws. These notices are accurate, objective, and informative, and they provide Class

Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

10. The Parties' Counsel are authorized to retain Analytics Incorporated the ("Claims Administrator") in accordance with the terms of the Settlement Agreement and this Order.

11. Any member of the Settlement Class that wishes to be excluded ("opt out") from the Settlement Class must send a written Request for Exclusion to Class Counsel on or before the close of the Opt-Out Deadline. The Request for Exclusion shall fully comply with the requirements set forth in the Settlement Agreement. Members of the Settlement Class may not exclude themselves by filing Requests for Exclusion as a group or class, but must in each instance individually and personally execute a Request for Exclusion.

12. Any member of the Settlement Class that does not properly and timely request exclusion from the Settlement Class shall, upon entry of the Final Approval Order, be bound by all the terms and provisions of the Settlement Agreement and Release, whether or not such person objected to the Settlement and whether or not such person received Settlement Consideration under the Settlement Agreement.

13. A hearing on the Settlement, the Final Approval Hearing, shall be scheduled to be held before this Court on [_____], 2011 at [_____]. At that hearing, the Court will consider the (a) fairness, reasonableness, and adequacy of the proposed class settlement; (b) dismissal with prejudice of this action with respect to the Released Parties; (c) entry of an order

including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in this action. Class Counsel's application for award of attorney's fees and costs, and request for the Court to award an incentive award to the named plaintiff, shall also be heard at the time of the hearing.

14. The date and time of the hearing referenced in the prior paragraph shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which may be posted by the Court. Class Counsel will advise members of the Settlement Class of any scheduling issues by way of the Settlement Website.

15. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through its own attorney. Settlement Class members that do not timely object or opt out, and that do not have an attorney enter an appearance on their behalf will be represented by Class Counsel.

16. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement. Any Class Member may object to (a) the proposed Settlement, (b) entry of Final Approval Order and the judgment approving the Settlement, (c) Class Counsel's application for fees and expenses, or (d) incentive award requests, by serving a written objection upon Class Counsel, STERIS's counsel, and the Court.

17. Any Class Member making the objection (an "Objector") must sign the objection personally. An objection must state why the objector objects to the

proposed Settlement and provide the basis to support such position. If an Objector intends to appear personally at the hearing, the Objector must include with the objection a notice of the objector's intent to appear at the hearing.

18. Objections, along with any notices of intent to appear, must be filed no later than sixty (60) days from the Notice Date. If counsel is appearing on behalf of more than one Class Member, counsel must identify each such Class Member and each Class Member must have complied with the requirements of this Order. These documents must be filed with the Clerk of the Court electronically or at the following address:

U.S. District Court for the Northern District of Ohio
Carl B. Stokes U.S. Courthouse
Office of the Clerk of Court
801 West Superior Avenue
Cleveland, Ohio 44113

19. Objections, along with any notices of intent to appear, must also be mailed to the following Class Counsel and counsel for defendant STERIS Corporation at the addresses listed below:

CLASS COUNSEL:
Nicholas E. Chimicles
Joseph G. Sauder
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

STERIS'S COUNSEL:

David B. Alden
Paula Batt Wilson
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114-1190

20. Only Class Members that have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Class Member that does not timely file and serve an objection in writing in accordance with the procedure set forth in the Class Notice and mandated in this Order shall be deemed to have waived any objection to (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's application for fees, costs, and expenses; or (e) incentive award requests for the named Plaintiff, whether by appeal, collateral attack, or otherwise.

21. Persons wishing to be heard at the Final Approval Hearing are required to file written comments or objections and indicate in their written comments or objections their intention to appear at the hearing. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval.

22. Upon entry of the Final Approval Order and any related judgment, all members of the Settlement Class that have not personally and timely requested to be excluded from the Class will be enjoined from proceeding against defendant STERIS Corporation and all other Released Parties with respect to all of the Released Claims.

23. Upon approval of the Settlement provided for in the Settlement Agreement, each and every time period and provision thereof, including any reasonable extensions agreed by the Parties, shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

24. All reasonable costs incurred in implementing the Notice Plan shall be paid by STERIS as set forth in the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

HONORABLE CHRISTOPHER A. BOYKO
UNITED STATES DISTRICT JUDGE