STIPULATION OF SETTLEMENT
This Stipulation of Settlement dated January 20, 2009 (the “Stipulation”) is made and entered into pursuant to Rule 23 of the Federal Rules of Civil Procedure and contains the terms of a settlement by and among the following Settling Parties, as defined in ¶1.22 below, to the above-captioned Litigation: (i) Lead Plaintiffs Imperial County Employees’ Retirement System, Construction Industry and Laborers Joint Pension Trust, and City of Pontiac Policemen’s and Firemen’s Retirement System (the “Lead Plaintiffs”) (on behalf of themselves and each of the Class Members, as defined below), and (ii) Defendants Jarden Corporation (“Jarden” or the “Company”), Jarden Consumer Solutions (“JCS”), Martin E. Franklin and Ian G. H. Ashken (collectively, the “Defendants”), by and through their respective undersigned counsel of record in the above-captioned matter.

This Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims, as defined in ¶1.18 below, against the Released Parties, as defined in ¶1.20 below, upon and subject to the terms and conditions hereof and subject to the approval of this Court, as defined below.

I. THE LITIGATION

On and after January 31, 2006, a number of securities class action complaints were filed in the United States District Court for the Southern District of New York (the “Court”) on behalf of purchasers or other acquirers of Jarden common stock between June 29, 2005 and January 11, 2006, inclusive, alleging violations of the Securities Exchange Act of 1934 (the “Exchange Act”) (the “Litigation”).

By Minute Order dated June 9, 2006, the Court consolidated the pending cases and appointed the Lead Plaintiffs and approved Lead Plaintiffs’ choice of Co-Lead Counsel.

On August 25, 2006, Lead Plaintiffs filed a consolidated complaint (the “Complaint”) asserting, among other things, that the Defendants misrepresented the success of its acquisition of
the Holmes Group, Inc. and its product lines. Lead Plaintiffs also alleged that Defendants’ materially false and misleading statements artificially inflated the price of Jarden common stock, allowing the individual Defendants to sell over $14 million in shares owned by them prior to the disclosure of the adverse information concerning the Company’s earnings for the fourth quarter of fiscal 2005. Lead Plaintiffs alleged that when Defendants revealed that Jarden would miss its EBITDA projections for the fourth quarter of 2005, shares of Jarden stock fell over 11% to close at $27.05 per share.

On October 20, 2006, the Defendants filed a motion to dismiss the Complaint. On December 18, 2006, Lead Plaintiffs filed a memorandum in opposition to the motion to dismiss, and on January 29, 2007, Defendants filed a memorandum in reply. The Court heard oral argument on the motion to dismiss on February 2, 2007. On May 31, 2007, the Court issued a Memorandum and Order denying the motion to dismiss. On July 3, 2007, Defendants filed a motion to reconsider based on the Supreme Court’s June 21, 2007 opinion in Tellabs, Inc. v. Makor Issues & Rights, Ltd., 551 U.S. 308 (2007). On September 4, 2007, the Court issued a Memorandum and Order granting the motion to reconsider insofar as it was reasonably timely filed, but denied it with respect to the merits. On July 10, 2007, the Defendants filed an answer to the Complaint.

On September 11, 2007, Lead Plaintiffs moved for class certification, which was opposed by Defendants on November 21, 2007. Lead Plaintiffs filed reply papers on December 21, 2007, and oral argument was heard on January 11, 2008. On March 6, 2008, the Court issued a Memorandum and Order granting Lead Plaintiffs’ motion and appointing Lead Plaintiffs as Class Representatives, and on March 18, 2008, the Court entered the parties’ proposed Order Certifying Shareholder Class to correct a clerical error in the Court’s March 6, 2008 Memorandum and Order.
The parties attended formal mediation sessions before the Hon. Layn R. Phillips (Ret.), and on November 20, 2008, reached an agreement-in-principle to settle the Litigation. On that date, the parties’ representatives executed a Settlement Term Sheet.

II. CLAIMS OF THE LEAD PLAINTIFFS AND BENEFITS OF SETTLEMENT

Co-Lead Counsel, on behalf of Lead Plaintiffs, have conducted an extensive investigation relating to the claims and the underlying events and transactions alleged in the Complaint. Co-Lead Counsel’s investigation included: (i) review of Jarden’s SEC filings, regulatory filings and reports, securities analysts’ reports and advisories about the Company, press releases, and other public statements issued by the Company; (ii) review of media reports about the Company; and (iii) interviews with persons with knowledge of the alleged misconduct, including former employees of Jarden.

Lead Plaintiffs allege that Defendants made materially false and misleading statements regarding the success of its acquisition of the Holmes Group, Inc. and its product lines. Lead Plaintiffs further allege that when the previously undisclosed facts were first publicly revealed to the market, Jarden’s stock price declined, causing investors harm. Lead Plaintiffs believe that the claims asserted in the Litigation have merit. However, Lead Plaintiffs and Co-Lead Counsel recognize the expense, length and complexity of continued proceedings necessary to prosecute the Litigation against the Defendants through trial and appeal. Lead Plaintiffs and Co-Lead Counsel also have taken into account the uncertain outcome and the risk of litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Co-Lead Counsel also are mindful of the inherent problems of proof of, and possible defenses to, the allegations and claims asserted in the Litigation.
Accordingly, Lead Plaintiffs, by their counsel, and assisted by Judge Phillips, conducted discussions and arm’s-length negotiations with counsel for Defendants with respect to a compromise and settlement of the Litigation, with a view to settling the issues in dispute against the Defendants and achieving the best relief possible consistent with the interests of the Class.

Based upon their investigation as set forth above, Co-Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiffs and the Class, as defined below, and in their best interests. Co-Lead Counsel and Lead Plaintiffs believe that the Settlement set forth in this Stipulation confers substantial benefits upon the Class and each of the Class Members, as defined in ¶1.3 below, and have agreed to settle the claims raised in the Litigation pursuant to the terms and provisions of this Stipulation, after considering: (a) the benefits that Lead Plaintiffs and the members of the Class will receive from the settlement of the Litigation; (b) the attendant risks of litigation; and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

III. DEFENDANTS’ DENIALS OF WRONGDOING AND LIABILITY

The Defendants have denied and continue to deny all allegations of any wrongdoing or liability against them whatsoever arising out of any of the conduct, statements, acts or omissions alleged in the Litigation. The Defendants also have denied and continue to deny, inter alia, the allegations that they made any materially false or misleading statements during the Class Period, that the price of Jarden common stock was artificially inflated during the Class Period, that the Lead Plaintiffs or the Class, as defined below, have suffered any damages, or that the Lead Plaintiffs or the Class were harmed by any conduct alleged in the Litigation or that could have been alleged therein. Defendants do not in any way acknowledge any fault, liability or wrongdoing of any kind. This Stipulation and all related documents are not, and shall not in any event be construed or deemed to be evidence of or an admission or concession on the part of the Defendants with respect to any
claim of or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in Defendants' defenses.

Nonetheless, the Defendants have concluded that further conduct of the Litigation would be protracted, time-consuming, expensive and distracting, including, without limitation, to Jarden and its management, and that it is desirable that the Litigation be fully and finally settled. The Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Litigation. The Defendants have, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Lead Plaintiffs (on behalf of themselves and each of the Class Members, as defined below) and the Defendants, by and through their respective undersigned counsel or attorneys of record, that without any admission or concession on the part of Lead Plaintiffs of any lack of merit of the Litigation whatsoever, and without any admission or concession by the Defendants of any liability or wrongdoing or lack of merit in the defenses to the Litigation whatsoever, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in consideration of the benefits flowing to the Settling Parties hereto, as defined in ¶1.22 below, from the Settlement (as defined below), that the Litigation and all Released Claims as against the Released Parties shall be finally, fully and forever compromised, settled, released and dismissed with prejudice as to all Released Parties, upon and subject to the following terms and conditions:

1. Certain Definitions

As used in this Stipulation, the following terms have the meanings specified below:
1.1 “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

1.2 “Claims Administrator” means the firm of Gilardi & Co. LLC.

1.3 “Class” and “Class Members” mean all Persons who purchased or otherwise acquired Jarden common stock between June 29, 2005 and January 11, 2006, inclusive. Excluded from the Class are: Defendants, members of the families of any Defendant, any parent, subsidiary, affiliate, partner, officer, executive or director of any Defendant during the Class Period; any entity in which any such excluded person has a controlling interest; and the legal representatives, heirs, successors and assigns of any such excluded Person or entity. Also excluded from the Class are any putative Class Members who timely and validly exclude themselves from the Class in accordance with the requirements set forth in the Notice of Pendency and Proposed Settlement of Class Action to be sent to Class Members in connection with this Settlement.

1.4 “Class Period” means the period between June 29, 2005 and January 11, 2006, inclusive.

1.5 “Co-Lead Counsel” means Coughlin Stoia Geller Rudman & Robbins LLP (and any successor(s) thereof) and Barroway Topaz Kessler Meltzer & Check, LLP (and any successor(s) thereof).

1.6 “Defendants” means Jarden, JCS, Martin E. Franklin and Ian G.H. Ashken.

1.7 “Effective Date of Settlement” or “Effective Date” mean the date upon which the Settlement contemplated by this Stipulation shall become effective, as set forth in ¶12.1 below.

1.8 “Escrow Agent” means Coughlin Stoia Geller Rudman & Robbins LLP or its successor(s) and Barroway Topaz Kessler Meltzer & Check, LLP or its successor(s).
1.9 “Jarden” means Jarden Corporation, its divisions, parents, affiliates, attorneys, insurers, subsidiaries, predecessors and successors, and all of its or their current and former members, officers, directors, principals, shareholders, employees and agents and each and all of their heirs, executors, administrators, spouses, assigns and/or bankruptcy estates of such persons, in each instance only in their capacity as such, and any person or entity in which any of the above has or had a controlling interest or which is or was related to or affiliated with any of the above.

1.10 “Lead Plaintiffs” means Imperial County Employees’ Retirement System, Construction Industry and Laborers Joint Pension Trust, and City of Pontiac Policemen’s and Firemen’s Retirement System.

1.11 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, which is to be sent to Class Members, substantially in the form attached hereto as Exhibit A-1.

1.12 “Order and Final Judgment” means the proposed order to be entered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit B.

1.13 “Order for Notice and Hearing” means the proposed order to be entered by the Court preliminarily approving the Settlement and directing notice thereof to the Class, substantially in the form attached hereto as Exhibit A.

1.14 “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership (LLP), limited liability company (LLC), association, joint stock company, joint venture, 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, and assignees.

1.15 “Plaintiffs’ Counsel” means any counsel who have appeared on behalf of any plaintiff in the Litigation (and any successor(s) thereof).
1.16 "Plaintiffs’ Settlement Counsel" means Coughlin Stoia Geller Rudman & Robbins LLP, or its successor(s) and Barroway Topaz Kessler Meltzer & Check, LLP or its successor(s).

1.17 "Proof of Claim" means the proposed Proof of Claim and Release form to be submitted by Class Members, substantially in the form attached hereto as Exhibit A-2.

1.18 "Released Claims" means any and all claims, debts, demands, rights or causes of action or liabilities of any nature or description whatsoever (including, but not limited to, claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative or individual in nature, including both known claims and Unknown Claims (as defined in ¶1.24 below), that have been or could have been asserted in any forum by Lead Plaintiffs or the Class Members or any of them or the heirs, successors and assigns of any of them, against any of the Released Parties, which arise out of, are based on, or relate in any way, directly or indirectly, to any of the allegations, acts, transactions, facts, events, matters or occurrences, representations or omissions involved, asserted, set forth, referred to or that could have been asserted in the Complaint or the Litigation and arise out of, are based on, or relate in any way to the purchase or other acquisition of Jarden common stock by any Class Member during the Class Period.

1.19 "Released Defendants’ Claims" means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims (as defined in ¶1.24 below), that have been or could have been asserted in the Litigation or any forum by the Defendants, or the heirs, successors and assigns of any of them against the Lead Plaintiffs, any of the Class
Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation, excluding any claims for breaches of this Stipulation.

1.20 “Released Parties” means each and all of the Defendants, their respective past or present advisors, affiliates, agents, assigns, attorneys, banks or investment banks, co-insurers, consultants, directors, divisions, present and former employees, heirs, insurers, investment advisors, members, officers, parents, predecessors, principals, reinsurers, representatives, stockholders, spouses, subsidiaries, successors, related or affiliated entities, any entity in which any Defendant has a controlling interest, any member of an individual Defendant’s immediate family, or any trust of which any Defendant is the settlor or which is for the benefit of any individual Defendant and/or member(s) of his family.

1.21 “Settlement” means the settlement embodied by this Stipulation.

1.22 “Settling Parties” means, collectively, each of the Defendants and the Lead Plaintiffs on behalf of themselves and each of the Class Members.

1.23 “Summary Notice” means the Summary Notice for publication, substantially in the form attached hereto as Exhibit A-3.

1.24 “Unknown Claims” means any and all Released Claims which the Lead Plaintiffs or any Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Lead Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any
and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and the Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Lead Plaintiffs shall expressly waive, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Defendants may hereafter discover facts in addition to or different from those which he or it now knows or believes to be true with respect to the subject matter of the Released Defendants’ Claims, but Defendants shall expressly waive, and by operation of the Order and Final Judgment shall have fully, finally, and forever settled and released any and all Released Defendants’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not conceded or hidden, which now exist, or heretofore have existed, upon any theory, or law or equity now existing or coming into existence in the future, including, but not limited to, breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Defendants acknowledge, and the Class Members by operation of law shall be deemed
by operation of the Order and Final Judgment to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a key element of the Settlement.

2. **Scope and Effect of Settlement**

2.1 The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Litigation and any and all Released Claims as against all Released Parties and any and all Released Defendants’ Claims.

2.2 Upon the Effective Date of this Settlement, Lead Plaintiffs and members of the Class, on behalf of themselves and each of their heirs, executors, administrators, successors and assigns, and any Persons they represent, shall, with respect to each and every Released Claim, release and fully, finally and forever discharge, and shall forever be enjoined from prosecuting, any Released Claim against any of the Released Parties.

2.3 Upon the Effective Date of this Settlement, each of the Released Parties, on behalf of themselves and their heirs, successors and assigns, shall release and fully, finally and forever discharge each and every of the Released Defendants’ Claims, and shall forever be enjoined from prosecuting the Released Defendants’ Claims.

3. **The Settlement Consideration**

3.1 In full settlement of the Released Claims, within fourteen (14) business days of execution of the Order for Notice and Hearing, Jarden shall pay or cause to be paid the sum of Eight Million Dollars ($8,000,000) (the “Settlement Amount”) into a separate interest-bearing escrow account maintained by the Escrow Agent, on behalf of Lead Plaintiffs and the Class. The sum in the interest-bearing escrow account, from which any Taxes (as defined below) and other expenses and costs as described below shall be paid, shall be the “Settlement Fund.” If the Settlement Amount is not timely paid, interest shall accrue on the amount not timely paid at the rate of 10% per annum.
3.2 The Settlement Fund, net of any Taxes (as defined below) on the income thereof, shall be used to pay (i) the Notice and Administration Costs referred to in ¶5.2 hereof, and (ii) the attorneys’ fee and expense award referred to in ¶6.1-6.4 hereof. The balance of the Settlement Fund after the above payments shall be the “Net Settlement Fund” which shall be distributed to the Authorized Claimants as provided in ¶7.1-7.5 hereof.

b. The Escrow Agent

3.3 The Escrow Agent shall invest any funds in the Settlement Fund in excess of One Hundred Thousand Dollars ($100,000.00) in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government, or any agency thereof, and shall reinvest the proceeds of those instruments as they mature in similar instruments at their then-current market rates. Any funds held by the Escrow Agent in escrow hereunder in an amount of less than One Hundred Thousand Dollars ($100,000.00) shall be held in an interest-bearing bank account insured by the FDIC. The Escrow Agent shall bear all risks related to investment of the Settlement Fund.

3.4 All funds held by the Escrow Agent shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed or returned to the Person(s) paying the same pursuant to this Stipulation and/or further order(s) of the Court.

3.5 The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the prior written agreement of counsel for the Defendants and Plaintiffs’ Settlement Counsel.

c. Taxes and Tax Expenses

3.6 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treasury Reg. §1.468B-
2(k)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provision of this ¶3.6, including the “relation-back election” (as defined in Treasury Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶3.6(a) hereof) shall be consistent with this ¶3.6 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶3.6(c) hereof.

(c) All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriment that may be imposed upon the Defendants or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (ii) expenses and costs incurred in connection with the taxation of the Settlement Fund and operation and implementation of this ¶3.6 (including, without limitation, expenses of tax attorneys and/or accountants) and mailing and distribution costs and expenses related to filing (or failing to file) the returns described in this ¶3.6 (“Tax Expenses”) shall be paid out of the Settlement Fund. The Defendants and Released
Parties and their counsel shall have no liability or responsibility for the payment of any Taxes or Tax Expenses. The Escrow Agent shall indemnify and hold each of the Defendants and Released Parties and their counsel harmless for any Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund, and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Reg. §1.468B-2(l)(2)); neither the Defendants nor their counsel are responsible nor shall they have any liability therefore. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent necessary to carry out the provisions of this ¶3.6.

d. Termination of Settlement

3.7 In the event that the Effective Date does not occur, or the Stipulation is not approved by the Court, or is terminated, cancelled, or fails to become effective for any reason, the Settling Parties agree that the Escrow Agent shall refund to Jarden or to such Person that paid the Settlement Amount, the Settlement Fund (including accrued interest) less the expenses, set forth in ¶5.2 below, actually incurred or due and owing in connection with the Settlement within ten (10) business days of receipt of notice from the Settling Parties that the Settlement has failed to become effective.

4. Preliminary Approval, Notice Order and Settlement Hearing

4.1 As soon as practical following execution of the Stipulation, Plaintiffs’ Settlement Counsel shall submit the Stipulation, together with its Exhibits, to the Court and shall apply for entry of an Order for Notice and Hearing, substantially in the form of Exhibit A hereto, requesting, inter
alia, the preliminary approval of the Settlement set forth in the Stipulation, and approval for the mailing of the Notice and Proof of Claim and Release form, and publication of the Summary Notice, substantially in the forms of Exhibits A-1 and A-3 attached hereto. The Notice shall include the general terms of the Fee and Expense Application as defined in ¶6.1 hereof and the Notice and Summary Notice shall also include the general terms of the Settlement and the date of the Settlement Hearing as defined below. Plaintiffs' Settlement Counsel shall be responsible for providing notice to the Class.

4.2 Plaintiffs' Settlement Counsel shall request that after the Notice and Summary Notice are mailed and published, respectively, the Court hold a hearing (the "Settlement Hearing") to consider and determine whether to approve the Settlement as fair, reasonable and adequate, and whether the Order and Final Judgment should be entered approving the Settlement as set forth herein and dismissing the Litigation with prejudice. At or after the Settlement Hearing, Plaintiffs' Settlement Counsel will also request that the Court approve the proposed Plan of Distribution and the Fee and Expense Application.

5. Administration of the Settlement Fund

5.1 The Claims Administrator, subject to such supervision and direction of the Court and/or Plaintiffs' Settlement Counsel as may be necessary or as circumstances may require, shall administer the Settlement, including administering and calculating the claims submitted by Class Members, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. Defendants and Released Parties and their counsel shall have no liability, obligation or responsibility whatsoever for the administration of the Settlement, the investment of the Settlement Amount, the Plan of Distribution, the distribution of the Net Settlement Fund, or payment of expenses related thereto except for the obligations stated herein with respect to transfer records, or any losses incurred in connection with such matters, and the Escrow Agent shall indemnify and hold harmless
Defendants and their counsel except for Jarden's obligation to cause to be paid the Settlement Amount, as provided herein.

5.2 All reasonable costs and expenses of notice to Class Members and administration of the Settlement Fund, escrow fees, taxes, custodial fees and expenses incurred in connection with processing Proofs of Claim or distributing the Settlement Fund (the "Notice and Administration Costs"), shall be paid from the Settlement Fund. Upon the establishment and funding of the Settlement Fund, a sum not to exceed Two Hundred Thousand Dollars ($200,000.00) of the Settlement Fund shall be allocated for the express purpose of providing notice of the Settlement and to administer the Settlement pursuant to the terms of the Order for Notice and Hearing ("Notice and Administration Fund"), and unspent funds shall be returned to the Settlement Fund. Funds may be disbursed from the Notice and Administration Fund for these purposes without further approval of Defendants or the Court. The Notice and Administration Fund shall be administered by the Escrow Agent as part of the Settlement Fund. Upon the Effective Date, Plaintiffs' Settlement Counsel without further approval of Defendants or the Court, may pay from the Settlement Fund any Notice and Administration Costs associated with the administration of the Settlement, the processing of submitted claims, and distribution of the Net Settlement Fund to Authorized Claimants in excess of the Notice and Administration Fund.

6. **Plaintiffs' Counsel's Attorneys' Fees and Expenses**

6.1 Plaintiffs' Counsel will apply to the Court for an award from the Settlement Fund of attorneys' fees and expenses in connection with prosecuting the Litigation, plus interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid), and the Lead Plaintiffs will seek reimbursement for their time and expenses incurred in representing the Class (the "Fee and Expense Application") in an amount to be approved by the Court. Such attorneys' fees and expenses, as are awarded by the Court, shall be paid from the
Settlement Fund to Lead Plaintiffs and Plaintiffs' Settlement Counsel immediately upon award by
the Court, notwithstanding any collateral attack on the Settlement or any part thereof, subject to
Plaintiffs' Counsel's joint and several obligation to make appropriate refunds or repayments to the
Settlement Fund plus accrued interest at the same net rate as is earned by the Settlement Fund, if and
when, as a result of any successful collateral attack, the fee or cost award is reduced or reversed.
Defendants shall not oppose Plaintiffs' Counsel's application. Plaintiffs' Settlement Counsel shall
allocate the attorneys' fees amongst Plaintiffs' Counsel in a manner which they, in good faith,
believe reflects the contribution of such counsel to the prosecution and settlement of the Litigation.

6.2 In the event that the Effective Date does not occur, or the Order and Final Judgment
or the order approving the Fee and Expense Application is reversed or modified, or the Stipulation is
terminated or cancelled for any reason, and in the event that any attorneys' fees, expenses and costs
have been paid to any extent, Plaintiffs' Counsel who received such fees, expenses and costs shall,
within five (5) business days from receiving notice from Defendants' counsel or from a court of
appropriate jurisdiction, refund to the Settlement Fund the fees, expenses and costs previously paid
to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement
Fund in an amount consistent with such reversal or modification. Each law firm, as a condition of
receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees
that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for
purposes of enforcing the provisions of this paragraph.

6.3 The procedure for and the disallowance by the Court of any applications by Lead
Plaintiffs and Plaintiffs' Counsel for attorneys' fees, expenses and costs to be paid out of the
Settlement Fund are not part of the Settlement set forth in this Stipulation, and are to be considered
by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy
of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Order and Final Judgment approving the Stipulation and the Settlement of the Litigation set forth herein.

6.4 The Released Parties shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Plaintiffs’ Counsel, and/or any other Person who may assert some claim thereto, of any Fee and Expense Application, or any award relating thereto that the Court may make in the Litigation.

7. **Distribution to Authorized Claimants**

7.1 The Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with the Plan of Distribution to be described in the Notice and approved by the Court.

7.2 The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s recognized claim (as defined in the Plan of Distribution described in the Notice attached hereto as Exhibit A-1, or in such other Plan of Distribution as the Court approves).

7.3 The Plan of Distribution proposed in the Notice is not a necessary term of this Stipulation and it is not a condition of this Stipulation that the Plan of Distribution be approved.

7.4 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her, or its recognized claim compared to the total recognized claims of all accepted claimants. The Defendants shall have no involvement in reviewing or challenging claims.

7.5 Plaintiffs’ Settlement Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Plaintiffs’ Settlement Counsel shall have the right, but not the obligation, to waive what they deem
to be formal or technical defects in any Proofs of Claim submitted in the interests of achieving substantial justice.

7.6 For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an “Authorized Claimant,” the following conditions shall apply:

(a) Each Class Member shall be required to submit a Proof of Claim (see Exhibit A-2 attached hereto), supported by such documents as are designated therein, including proof of the Class Member’s loss, or such other documents or proof as Plaintiffs’ Settlement Counsel, in its discretion, may deem acceptable;

(b) All Proofs of Claim must be submitted by the date specified in the Notice unless such period is extended by order of the Court. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any payment pursuant to this Stipulation (unless, by order of the Court, a later submitted Proof of Claim by such Class Member is approved), and shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Litigation and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims. A Proof of Claim shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Plaintiffs’ Settlement Counsel, who shall determine in accordance with this Stipulation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below;
(d) Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall communicate with the Class Member in order to remedy the curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under supervision of Plaintiffs’ Settlement Counsel, shall notify, in a timely fashion and in writing, all Class Members whose Proofs of Claim they propose to reject in whole or in part, setting forth the reasons therefore, and shall indicate in such notice that the Class Member whose claim is to be rejected has the right to a review by the Court if the Class Member so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Class Member whose claim has been rejected in whole or in part desires to contest such rejection, the Class Member must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Class Member’s grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Plaintiffs’ Settlement Counsel shall thereafter present the request for review to the Court.

7.7 Each Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to the Class Member’s claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Class Member’s status as a Class Member and the validity and amount of the Class Member’s claim. No discovery shall be allowed on the merits of the Litigation or Settlement in connection with processing of the Proofs of Claim.

7.8 Payment pursuant to this Stipulation shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court shall be barred
from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Order and Final Judgment to be entered in the Litigation and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

7.9 All proceedings with respect to the administration, processing and determination of claims described by ¶¶7.1-7.14 of this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

7.10 The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date and after: (i) all claims have been processed, and all Class Members whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefore has expired; (iii) all matters with respect to attorneys’ fees have been resolved by the Court, all appeals therefrom have been resolved or the time therefore has expired; and (iv) all costs of administration have been paid.

7.11 If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants or to pay any late, but otherwise valid and fully documented claims received after the cut-off date used to make the initial distribution,
provided that such distributions to any late post-distribution claimants meet all of the other criteria for inclusion in the initial distribution, (b) second, to pay any additional settlement administration fees and expenses, including those of Plaintiffs' Settlement Counsel as may be approved by the Court, and (c) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If after six (6) months following such second distribution, if undertaken, or if such second distribution is not undertaken, any funds remaining in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, the Claims Administrator shall donate any funds remaining in the Net Settlement Fund to an appropriate not-for-profit or charitable organization.

7.12 The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Net Settlement Fund, the Plan of Distribution, the determination, administration or calculation of claims, the payment or withholding of Taxes, or any losses incurred in connection therewith.

7.13 No Person shall have any claim against the Lead Plaintiffs, Plaintiffs' Counsel, Defendants, the Released Parties, or their counsel based on the administration of the Settlement, including, without limitation, the processing of claims and distributions made in accordance with this Stipulation and the Settlement contained herein, the Plan of Distribution, or further order(s) of the Court.

7.14 It is understood and agreed by the Settling Parties that any proposed Plan of Distribution of the Net Settlement Fund, including, but not limited to, any adjustments to an
Authorized Claimant’s claim set forth therein, is not a part of the Stipulation and is to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Plan of Distribution shall not operate to terminate or cancel the Stipulation or affect the finality of the Court’s Order and Final Judgment approving the Stipulation and the Settlement set forth herein, or any other orders entered pursuant to the Stipulation.

8. Terms of Order for Notice and Hearing

8.1 Concurrent with their application for preliminary Court approval of the Settlement contemplated by this Stipulation, Plaintiffs’ Settlement Counsel shall apply to the Court for entry of an Order for Notice and Hearing, substantially in the form attached hereto as Exhibit A.

9. Terms of Order and Final Judgment

9.1 If the Settlement contemplated by this Stipulation is approved by the Court, counsel for the Settling Parties shall request that the Court enter an Order and Final Judgment, substantially in the form attached hereto as Exhibit B.

10. Right of Exclusion and Objection

10.1 Any Person may seek to be excluded from the Class and the Settlement provided for by this Stipulation by submitting a written request for exclusion. Any request for exclusion must be submitted to the Claims Administrator at least fourteen (14) calendar days before the Settlement Hearing date established by the Court. Any Class Member so excluded shall not be bound by the terms of the Stipulation, nor entitled to any of its benefits, and shall not be bound by any Order and Final Judgment and/or other order of the Court entered herein, whether pursuant to this Stipulation or otherwise.

10.2 Any Class Member who does not exclude himself, herself or itself from the Class and the Settlement shall have the right to submit written objections concerning the Settlement, Plan of
Distribution, and/or Plaintiffs’ Counsel’s application for attorneys’ fees and expenses, which objections shall state all of the reasons for the objections (e.g., a mere statement that “I object” shall not be deemed sufficient). Any written objection(s), and any briefs, affidavits or other evidence submitted in support thereof must be filed with the Clerk of the Court and served on Plaintiffs’ Settlement Counsel and counsel for Defendants at least fourteen (14) calendar days before the Settlement Hearing date established by the Court. All Persons desiring to attend the Settlement Hearing and be heard as objectors must have filed written objections as provided herein, as a condition of appearing and being heard at such hearing. Any Class Member who does not timely file written objections to the Settlement pursuant to this paragraph and the Notice shall not be permitted to object to the Settlement at the Settlement Hearing, and shall be foreclosed from objecting to, challenging or otherwise seeking review of the Settlement by appeal or otherwise, in this Litigation or in any other action.

10.3 To retract or withdraw a request for exclusion, a Class Member must file a written notice with the Claims Administrator stating the person’s or entity’s desire to retract or withdraw his, her, or its request for exclusion and that person’s or entity’s desire to be bound by any judgment or settlement in this Litigation; provided, however, that the filing of such written notice may be effected by Plaintiffs’ Settlement Counsel. Plaintiffs’ Settlement Counsel shall promptly notify Defendants’ counsel of any retraction or withdrawal of a request for exclusion.

11. Termination of Settlement

11.1 Subject to ¶11.3 hereof, Jarden has the option to terminate the Settlement in the event that the aggregate number of shares of Jarden common stock purchased or otherwise acquired during the Class Period by Class Members who would otherwise be entitled to participate as members of the Class, but who timely and validly request exclusion, equals or exceeds a certain percentage of the
total number of Jarden common shares traded during the Class Period, as set forth in a Supplemental Agreement between Defendants and Lead Plaintiffs.

11.2 If Jarden elects to exercise the option set forth in ¶11.1 hereof, written notice of such election must be provided to Plaintiffs’ Settlement Counsel and filed with the Court on or before five (5) calendar days prior to the Settlement Hearing. Such notice may be served by hand delivery or fax. Jarden may withdraw its election by providing written notice of such termination, by hand delivery or fax, to Plaintiffs’ Settlement Counsel no later than 5:00 P.M. Eastern Time on the day prior to the Settlement Hearing, or by such later date as the Settling Parties agree in writing.

11.3 If Jarden elects to terminate the Stipulation pursuant to ¶11.1 hereof, Plaintiffs’ Settlement Counsel may review the validity of any Class Member’s request for exclusion and may attempt to cause retraction or withdrawal of any request for exclusion. No Defendant or Released Party shall in any way interfere with, obstruct or seek to enjoin legitimate and lawful efforts by Lead Plaintiffs to seek to have those Class Members who requested exclusion to withdraw their requests for exclusion. If, by the day before the Settlement Hearing (or a later date agreed upon in writing), Lead Plaintiffs are successful in reducing the number of excluded Class Members so that those Class Members excluded, in the aggregate, purchased or otherwise acquired shares in an amount less than the percentage of the total number of Jarden common shares traded during the Class Period, as set forth in the Supplemental Agreement, then any termination of the Stipulation by Jarden shall automatically be deemed null and void. In that event, Plaintiffs’ Settlement Counsel shall serve on counsel for the Defendants by hand delivery or fax a statement identifying the Class Members who have withdrawn their requests for exclusion.
11.4 If Jarden elects to terminate the Stipulation in accordance with ¶11.1 and such withdrawal is not nullified in accordance with ¶11.3, the Stipulation shall be withdrawn and terminated and deemed null and void, and the provisions of ¶12.4 shall apply.

12. Effective Date of Settlement, Waiver or Termination

12.1 The Effective Date of the Settlement shall be the date by which all the following shall have occurred:

(a) entry of the Order for Notice and Hearing in all material respects in the form attached hereto as Exhibit A;

(b) payment of the Settlement Amount to the Escrow Agent by Jarden or on its behalf;

(c) approval by the Court of the Settlement, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure;

(d) expiration of the time for Jarden to exercise its option to terminate the Stipulation in accordance with the terms of the Supplemental Agreement described in ¶11.1 hereof, without the exercise of that option; and

(e) entry by the Court of an Order and Final Judgment, in all material respects in the form set forth in Exhibit B attached hereto, and the expiration of any time for appeal or review of such Order and Final Judgment, or, if any appeal is filed and not dismissed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal, review by writ of certiorari or mandamus, or, in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and Jarden does not elect to terminate this Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review.
12.2 Upon the occurrence of all of the events referenced in ¶12.1 hereof, any and all remaining interest or right of the Defendants in or to the Settlement Fund, if any, shall be extinguished.

12.3 Defendants’ counsel or Plaintiffs’ Settlement Counsel shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to all other Settling Parties hereto within thirty (30) days of: (a) the Court’s declining to enter the Order for Notice and Hearing in any material respect; (b) the Court’s refusal to approve this Stipulation or any material part of it; (c) the Court’s declining to enter the Order and Final Judgment in any material respect; (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any court; or (e) the date upon which an Alternative Judgment is modified or reversed in any material respect by any court. Plaintiffs’ Settlement Counsel shall also have the right to terminate the Settlement thirty (30) calendar days after Jarden’s failure to timely pay the Settlement Amount.

12.4 Except as otherwise provided herein, in the event that the Stipulation is not approved by the Court, or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms for any reason, then the Settling Parties to this Stipulation shall be deemed to have reverted to their respective status in the Litigation as of the execution of this Stipulation. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶3.3-3.5 and 13.1 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding, or be admissible as evidence, for any purpose. Except as otherwise expressly provided herein, the Settling Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and any portion of the Settlement Amount previously paid by the Defendants, together with any interest earned thereon,
less any Taxes due with respect to such income, and less costs of administration and notice actually incurred whether paid or not paid, shall be returned within ten (10) business days from the date the Settlement is terminated or fails to become effective.

13. No Admission of Wrongdoing

13.1 This Stipulation, all negotiations, statements, and proceedings in connection herewith and any act performed or document executed pursuant to, in furtherance of, or in connection with the Stipulation or the Settlement shall not, in any event, be construed or deemed to be evidence of an admission or concession on the part of the Lead Plaintiffs, any Defendant, any Class Member, or any other Person, of any liability or wrongdoing of any nature whatsoever by them, or any of them, and shall not be offered or received in evidence in any civil, criminal or administrative action or proceeding in any court, administrative agency or other tribunal (except an action to enforce this Stipulation and Settlement contemplated hereby), or be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature whatsoever, and shall not be construed as, or deemed to be evidence of, an admission or concession that Lead Plaintiffs, any member of the Class, any present or former stockholder of Jarden, or any other Person, has or has not suffered any damage.


14.1 All of the Exhibits attached to this Stipulation are material and integral parts hereof, and are hereby incorporated by reference as though fully set forth herein.

14.2 The Settling Parties: (a) acknowledge that it is their intent to consummate this Settlement; (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation; and (c) agree to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.
14.3 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation, including all facts and claims that were asserted or which could be asserted by Lead Plaintiffs and the Class Members against the Released Parties with respect to the Released Claims, and shall not be deemed an admission or concession of any nature whatsoever by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that the amount paid to the Settlement Amount and the other terms of the Settlement were negotiated at arm's length in good faith by the Settling Parties, and reflect a Settlement that was reached voluntarily after consultation with experienced legal counsel. Lead Plaintiffs, on behalf of themselves and the Class, and Defendants, agree not to assert in any forum that the Litigation was brought by Lead Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Litigation, and the Order and Final Judgment shall contain a provision that during the course of the Litigation, the Settling Parties and their respective counsel at all times hereto complied with and satisfied the requirements of Rule 11.

14.4 Neither this Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission, concession, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of any nature whatsoever of the Defendants, or infirmity in any defenses asserted; or (b) is or may be deemed to be or may be used as an admission, concession, or evidence of, any fault or omission of any of the Defendants in any civil, criminal or administrative proceeding of any kind in any court, administrative agency or tribunal for any purpose other than to enforce the provisions of this Stipulation (and the Exhibits hereto) or the provisions of
any related agreement or release. Defendants may file the Stipulation and/or the Order and Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14.5 All agreements made and orders entered during the course of this Litigation relating to the confidentiality of documents and information shall survive this Stipulation pursuant to their terms.

14.6 If there are any press releases announcing the Settlement, they will be neutral, low key and agreed upon by the Settling Parties before issuance, with Judge Phillips resolving any disputes. It is understood that disclosures will have to be made by the Company regarding this Settlement, which are unaffected by this ¶14.6.

14.7 This Stipulation may not be modified or amended in any way, nor may any of its provisions be waived except by a writing signed by or on behalf of all Settling Parties hereto or their respective attorneys, or successors-in-interest.

14.8 The headings and captions in this Stipulation are used for the purpose of convenience only and are not meant to have any legal effect on the meaning or interpretation of this Stipulation or any of its terms or provisions.

14.9 The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court and the Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation and for the purpose of entering orders providing for awards of attorneys’ fees and expenses to Plaintiffs’ Counsel.
14.10 The waiver by one party of any breach of this Stipulation by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

14.11 This Stipulation, the Exhibits attached hereto and the Supplemental Agreement constitute the entire agreement among the Settling Parties hereto concerning the settlement of the Litigation, and no representations, warranties, or inducements have been made by any party hereto concerning this Stipulation and its Exhibits and the Supplemental Agreement other than those contained and memorialized in such documents. Except as provided herein, each Settling Party shall bear its own costs.

14.12 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Settling Parties to this Stipulation shall exchange among themselves original signed counterparts.

14.13 This Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Settling Parties hereto.

14.14 The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of New York without regard to any choice of law principle, except to the extent that federal law requires that federal law governs.

14.15 This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm’s-length negotiations between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.
14.16 All counsel and any other Person executing this Stipulation and any of the Exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

14.17 Plaintiffs' Settlement Counsel and Defendants' counsel agree to cooperate fully with one another in seeking Court approval of the Order for Notice and Hearing, the Stipulation and the Settlement, and to agree upon and execute all such other documentation promptly as may be reasonably required to obtain final approval by the Court of the Settlement.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated January 20, 2009.

COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
SAMUEL H. RUDMAN
ROBERT M. ROTHMAN
DAVID A. ROSENFELD

ROBERT M. ROTHMAN

58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)

COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
ELLEN GUSIKOFF STEWART
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)
BARROWAY TOPAZ KESSLER
MELTZER & CHECK, LLP
GREGORY M. CASTALDO
KATHARINE M. RYAN
KAREN E. REILLY

GREGORY M. CASTALDO

280 King of Prussia Road
Radnor, PA 19087
Telephone: 610/667-7706
610/667-7056 (fax)

Co-Lead Counsel for Plaintiffs
SULLIVAN, WARD, ASHER & PATTON, P.C.
CYNTHIA J. BILLINGS
25800 Northwestern Highway
1000 Maccabees Center
Southfield, MI 48075-1000
Telephone: 248/746-0700
248/746-2760 (fax)

BROWNSTEIN HYATT FARBER & SCHRECK, P.C.
ANDREW S. BRIGNONE
300 S. Fourth Street, Suite 1200
Las Vegas, NV 89101
Telephone: 702/382-2101
702/382-8135 (fax)

Additional Counsel for Plaintiffs
WILLKIE FARR & GALLAGHER LLP
STEPHEN GREINER
TARIQ MUNDIYA

- 33 -
GREGORY M. CASTALDO

280 King of Prussia Road
Radnor, PA 19087
Telephone: 610/667-7706
610/667-7056 (fax)

Co-Lead Counsel for Plaintiffs

SULLIVAN, WARD, ASHER & PATTON, P.C.
CYNTHIA J. BILLINGS
25800 Northwestern Highway
1000 Maccabees Center
Southfield, MI 48075-1000
Telephone: 248/746-0700
248/746-2760 (fax)

BROWNSTEIN HYATT FARBER & SCHRECK, P.C.
ANDREW S. BRIGNONE
300 S. Fourth Street, Suite 1200
Las Vegas, NV 89101
Telephone: 702/382-2101
702/382-8135 (fax)

Additional Counsel for Plaintiffs

WILLKIE FARR & GALLAGHER LLP
STEPHEN GREINER
TARIQ MUNDIYA

- 33 -
787 Seventh Avenue  
New York, NY 10019-6099  
Telephone: 212/728-8000  
212/728-8111 (fax)  

Attorneys for Defendants
CERTIFICATE OF SERVICE

I hereby certify that on January 26, 2009, I submitted the foregoing to orders and judgments@nysd.uscourts.gov and e-mailed to the e-mail addresses denoted on the Court’s Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 26, 2009.

____________________________
s/ Robert M. Rothman
ROBERT M. ROTHMAN

COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)

E-mail: rrothman@csgrr.com
EXHIBIT A
[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE

EXHIBIT A
WHEREAS, a consolidated class action is pending in the Court entitled Darquea v. Jarden Corp., et al., Civil Action No. 06-cv-00722 (RPP) (the “Litigation”);

WHEREAS, the Settling Parties having made application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order approving the settlement of this action, in accordance with a Stipulation of Settlement dated January 20, 2009 (the “Stipulation”), which, together with the Exhibits annexed thereto sets forth the terms and conditions for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice as against the Defendants upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the Stipulation; and

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Court does hereby preliminarily approve the Stipulation and the Settlement set forth therein, including the releases contained therein, as being fair, reasonable and adequate as to the Class Members, subject to further consideration at the Settlement Hearing described below.

2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____, 2009, at ___ .m., in Courtroom 24A of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York to determine whether the proposed Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate as to the Class and should be approved by the Court; whether a Final Judgment and Order of Dismissal with Prejudice, substantially in the form of Exhibit B to the Stipulation, should be entered herein; whether the proposed Plan of Distribution should be approved; and to determine the amount of fees and expenses that should be awarded to
Plaintiffs’ Counsel and reimbursement of time and expenses to Lead Plaintiffs. The Court may adjourn the Settlement Hearing without further notice to members of the Class.

3. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and Summary Notice annexed as Exhibits A-1, A-2 and A-3 hereto, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth in ¶¶5-6 of this Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

4. The date and time of the Settlement Hearing shall be added to the Notice and Summary Notice before they are mailed and published, respectively, in accordance with ¶5, below.

5. The Court appoints the firm of Gilardi & Co. LLC (“Claims Administrator”) to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

   (a) not later than five (5) business days from the date of this Order, Jarden shall, at its own expense, provide to Plaintiffs’ Settlement Counsel the Company’s transfer records in a form acceptable to Plaintiffs’ Settlement Counsel and the Claims Administrator;

   (b) not later than _____, 2009 (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the Proof of Claim, substantially in the forms annexed as Exhibits A-1 and A-2 hereto, to be mailed by first class mail to all Class Members who can be identified with reasonable effort and to be posted on its website at www.gilardi.com;

   (c) not later than _____, 2009, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of Investor’s Business Daily; and
(d) not later than seven (7) calendar days prior to the Settlement Hearing, Plaintiffs' Settlement Counsel shall serve on Defendants' counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

6. Nominees who purchased Jarden common stock for the benefit of another Person between June 29, 2005 and January 11, 2006, inclusive, shall be requested to send the Notice and the Proof of Claim to all such beneficial owners of Jarden common stock within ten (10) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to such beneficial owners.

7. Any Person falling within the definition of the Class who desires to request exclusion from the Class shall do so within the time set forth and in the manner described in the Notice. Unless the Court orders otherwise, no request for exclusion shall be valid unless it is made within the time set forth and in the manner described in the Notice.

8. All members of the Class shall be bound by the provisions of the Stipulation and all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Class, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Proof of Claim or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund.

9. Class Members who wish to participate in the Settlement shall complete and submit Proof of Claim forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proof of Claim forms must be submitted no later than ninety (90) days from the Notice Date. Any Class Member who does not timely submit a Proof of Claim within the time provided for,
shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court. Notwithstanding the foregoing, Plaintiffs’ Settlement Counsel may, in their discretion, accept for processing late claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

10. Any member of the Class may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Plaintiffs’ Settlement Counsel.

11. All proceedings in the Litigation are stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither the Lead Plaintiffs nor any Class Member, either directly, representatively, or in any other capacity, shall commence or prosecute against any of the Released Parties, any action or proceeding in any court or tribunal asserting any of the Released Claims, regardless of whether or not any such Class Member has appeared in the Litigation.

12. Any member of the Class may appear and show cause as to why the proposed Settlement of the Litigation should or should not be approved as fair, reasonable and adequate, or why a judgment should or should not be entered thereon substantially in the form annexed as Exhibit B to the Stipulation, why the Plan of Distribution should or should not be approved, why attorneys’ fees and expenses should or should not be awarded to counsel for the Lead Plaintiffs, or why Lead Plaintiffs should not be reimbursed for their time and expenses incurred in representing the Class; provided, however, that no Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the judgment to be entered thereon approving the same, or the order approving the Plan of Distribution, or the

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attorneys’ fees and expenses to be awarded to Plaintiffs’ Counsel or the Lead Plaintiff reimbursements, unless written objections and copies of any papers and briefs in support of said objections and proof of membership in the Class are received by Ellen Gusikoff Stewart, Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, CA, 92101, Gregory M. Castaldo, Katharine M. Ryan, Barroway Topaz Kessler Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, and Tariq Mundiya, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, on or before _____, 2009, and said objections, papers and briefs are filed with the Clerk of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, on or before _____, 2009. Any member of the Class who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of Distribution, to the award of attorneys’ fees and expenses to Plaintiffs’ Counsel and to Lead Plaintiffs’ time and expense reimbursements, unless otherwise ordered by the Court.

13. Upon the Effective Date, the Lead Plaintiffs and each of the Class Members, on behalf of themselves, their heirs, successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such Lead Plaintiff or Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim, any distribution from the Settlement Fund or the Net Settlement Fund, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties and shall have covenanted not to sue the Released Parties with respect to all such Released Claims, and shall
be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claims against the Released Parties.

14. The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Stipulation is approved. No Person that is not a Class Member or Plaintiffs’ Counsel shall have any right to any portion of, or in the distribution of, the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

15. All funds held by the Escrow Agent shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

16. All motions and papers in support of the Settlement, the Plan of Distribution, and any application by Lead Plaintiffs for reimbursement of time and expenses and counsel for the Lead Plaintiffs for attorneys’ fees and expenses shall be filed and served no later than twenty-one (21) calendar days prior to the Settlement Hearing, and all reply briefs in support of said motions shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

17. All reasonable costs incurred in identifying and notifying Class Members, as well as in administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither the Lead Plaintiffs nor Plaintiffs’ Counsel shall have any obligation to repay the reasonable and actual costs of class notice and administration.

18. If for any reason the Settlement does not become effective in accordance with the terms of the Stipulation, this Order shall be vacated nunc pro tunc.

19. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Order or the Stipulation.
20. The Court reserves the right to adjourn the date of the Settlement Hearing without
further notice to the members of the Class, and retains jurisdiction to consider all further applications
arising out of or connected with the proposed Settlement. The Court may approve the Settlement,
with such modifications as may be agreed to by the Settling Parties, if appropriate, without further
notice to the Class.

IT IS SO ORDERED.

DATED: ____________________________

THE HONORABLE ROBERT P. PATTERSON
UNITED STATES DISTRICT JUDGE
NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

EXHIBIT A-1
TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED JARDEN CORPORATION ("JARDEN" OR THE "COMPANY") COMMON STOCK BETWEEN JUNE 29, 2005 AND JANUARY 11, 2006, INCLUSIVE.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER (AS DEFINED BELOW), YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE ________________, 2009.

This Notice of Pendency and Proposed Settlement of Class Action (the "Notice") has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order (the "Order for Notice and Hearing") of the United States District Court for the Southern District of New York (the "Court"). The purpose of this Notice is to inform you of the pendency and proposed settlement of this class action litigation (the "Settlement") and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations or the merits of the claims or defenses asserted in this case. This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and this class action litigation (the "Litigation," as defined below).

The proposed Settlement creates a fund in the amount of $8,000,000.00 in cash (the "Settlement Fund") and will include interest that accrues on the fund prior to distribution. Your recovery from the Settlement Fund, if any, will depend on a number of variables, including the number of shares of Jarden common stock you purchased or otherwise acquired during the period between June 29, 2005 and January 11, 2006, inclusive (the "Class Period") and the timing of your purchases and any sales. Depending on the number of eligible shares purchased by Class Members
(as defined below) who elect to participate in the Settlement and when those shares were purchased or otherwise acquired, the estimated average distribution per share of Jarden common stock will be approximately $0.15 before deduction of Court-approved fees and expenses. To see how claims for losses in Jarden common stock will actually be calculated, see Section VIII, entitled Plan of Distribution, beginning at page ___ below.

The Lead Plaintiffs and the Defendants do not agree on the average amount of damages per share that would be recoverable if the Lead Plaintiffs were to have prevailed on each claim alleged. The issues on which the parties disagree include: (1) whether the statements made or facts allegedly omitted were material, false, misleading or otherwise actionable under the securities laws; (2) the appropriate economic model for determining the amount by which the price of Jarden common stock was allegedly artificially inflated (if at all) during the Class Period; (3) the amount by which the price of Jarden common stock was allegedly artificially inflated (if at all) during the Class Period; (4) the effect of various market forces influencing the trading price of Jarden common stock at various times during the Class Period; (5) the extent to which external factors, such as general market and industry conditions, influenced the trading price of Jarden common stock at various times during the Class Period; (6) the extent to which the various matters that the Lead Plaintiffs alleged were materially false or misleading influenced (if at all) the trading price of Jarden common stock at various times during the Class Period; and (7) the extent to which the various allegedly adverse material facts that the Lead Plaintiffs alleged were omitted influenced (if at all) the trading price of Jarden common stock at various times during the Class Period.

The Lead Plaintiffs believe that the proposed Settlement is a very good recovery and is in the best interests of the Class. Because of the risks associated with continuing to litigate and proceeding to trial, there was a danger that the Class would not have prevailed on any of their claims, in which...
case the Class would receive nothing. The amount of damages recoverable by the Class was and is challenged by the Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law. Had the Litigation gone to trial, Defendants would have asserted, inter alia, that any losses to the Class were caused by non-actionable market factors, and that throughout the Class Period the uncertainties and risks associated with the purchase of Jarden common stock were fully and adequately disclosed.

Lead Plaintiffs' counsel ("Co-Lead Counsel") have not received any payment for their services or expenses incurred in conducting this Litigation on behalf of the Lead Plaintiffs and the Class. If the Settlement is approved by the Court, Co-Lead Counsel will apply to the Court for attorneys’ fees of 25% of the Settlement Fund and expenses not to exceed $250,000, to be paid from the Settlement Fund. If the amounts requested are approved by the Court, the average cost per share will be $0.04. In addition, the Lead Plaintiffs may seek reimbursement from the Settlement Fund for their time and expenses incurred by them in their representation of the Class.

For further information regarding this Settlement you may contact a representative of Lead Plaintiffs’ Co-Lead Counsel: Ellen Gusikoff Stewart, Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, California 92101; or Katharine M. Ryan, Barroway Topaz Kessler Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, Pennsylvania 19087.

I. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the "Settlement Hearing") will be held on _____________, 2009, at _____.m., before the Honorable Robert P. Patterson, United States District Judge, Southern District of New York, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York. The purpose of the Settlement Hearing will be to determine: (1) whether the Settlement consisting of $8,000,000.00 in cash should be approved as fair, reasonable and adequate to the Class
Members; (2) whether the proposed plan to distribute the Settlement proceeds (the “Plan of Distribution”) is fair, reasonable and adequate; (3) whether the application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses should be approved; (4) whether the application by Lead Plaintiffs for reimbursement of time and expenses should be approved; and (5) whether the Litigation should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

II. DEFINITIONS USED IN THIS NOTICE

1. “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of Stipulation of Settlement dated January 20, 2009 (the “Stipulation”).

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

3. “Class” and “Class Members” mean all Persons who purchased or otherwise acquired Jarden common stock between June 29, 2005 and January 11, 2006, inclusive. Excluded from the Class are: Defendants, members of the families of any Defendant, any parent, subsidiary, affiliate, partner, officer, executive or director of any Defendant during the Class Period; any entity in which any such excluded person has a controlling interest; and the legal representatives, heirs, successors and assigns of any such excluded Person or entity. Also excluded from the Class are any putative Class Members who timely and validly exclude themselves from the Class in accordance with the requirements set forth in this Notice.

4. “Class Period” means the period between June 29, 2005 and January 11, 2006, inclusive.

5. “Co-Lead Counsel” means Coughlin Stoia Geller Rudman & Robbins LLP (and any successor(s) thereof) and Barroway Topaz Kessler Meltzer & Check, LLP (and any successor(s) thereof).

7. "Effective Date of Settlement" or "Effective Date" mean the date upon which the Settlement contemplated by the Stipulation shall become effective.

8. "Escrow Agent" means Coughlin Stoia Geller Rudman & Robbins LLP or its successor(s) and Barroway Topaz Kessler Meltzer & Check, LLP or its successor(s).


10. "Order and Final Judgment" means the proposed order to be entered by the Court approving the Settlement, substantially in the form attached to the Stipulation as Exhibit B.

11. "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership (LLP), limited liability company (LLC), association, joint stock company, joint venture, 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, and assignees.

12. "Plaintiffs' Counsel" means any counsel who have appeared on behalf of any plaintiff in the Litigation (and any successor(s) thereof).

13. "Plaintiffs' Settlement Counsel" means Coughlin Stoia Geller Rudman & Robbins LLP, or its successor(s) and Barroway Topaz Kessler Meltzer & Check, LLP or its successor(s).

14. "Proof of Claim" means the Proof of Claim and Release form to be submitted by Class Members, in the form attached hereto.
15. "Released Claims" means any and all claims, debts, demands, rights or causes of action or liabilities of any nature or description whatsoever (including, but not limited to, claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative or individual in nature, including both known claims and Unknown Claims (as defined below), that have been or could have been asserted in any forum by Lead Plaintiffs or the Class Members or any of them or the heirs, successors and assigns of any of them, against any of the Released Parties, which arise out of, are based on, or relate in any way, directly or indirectly, to any of the allegations, acts, transactions, facts, events, matters or occurrences, representations or omissions involved, asserted, set forth, referred to or that could have been asserted in the Complaint or the Litigation and arise out of, are based on, or relate in any way to the purchase or other acquisition of Jarden common stock by any Class Member during the Class Period.

16. "Released Defendants' Claims" means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims (as defined below), that have been or could have been asserted in the Litigation or any forum by the Defendants, or the heirs, successors and assigns of any of them against the Lead Plaintiffs, any of the Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation, excluding any claims for breaches of the Stipulation.

17. "Released Parties" means each and all of the Defendants, their respective past or present advisors, affiliates, agents, assigns, attorneys, banks or investment banks, co-insurers,
consultants, directors, divisions, present and former employees, heirs, insurers, investment advisors, members, officers, parents, predecessors, principals, reinsurers, representatives, stockholders, spouses, subsidiaries, successors, related or affiliated entities, any entity in which any Defendant has a controlling interest, any member of an individual Defendant's immediate family, or any trust of which any Defendant is the settlor or which is for the benefit of any individual Defendant and/or member(s) of his family.

18. “Settling Parties” means, collectively, each of the Defendants and the Lead Plaintiffs on behalf of themselves and each of the Class Members.

19. “Unknown Claims” means any and all Released Claims which the Lead Plaintiffs or any Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Lead Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and the Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the
Released Claims, but the Lead Plaintiffs shall expressly waive, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Defendants may hereafter discover facts in addition to or different from those which he or it now knows or believes to be true with respect to the subject matter of the Released Defendants’ Claims, but Defendants shall expressly waive, and by operation of the Order and Final Judgment shall have fully, finally, and forever settled and released any and all Released Defendants’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not conceded or hidden, which now exist, or heretofore have existed, upon any theory, or law or equity now existing or coming into existence in the future, including, but not limited to, breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Defendants acknowledge, and the Class Members by operation of law shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and a key element of the Settlement.

III. THE LITIGATION

On and after January 31, 2006, a number of securities class action complaints were filed in the United States District Court for the Southern District of New York (the “Court”) on behalf of purchasers or other acquirers of Jarden common stock between June 29, 2005 and January 11, 2006,

By Minute Order dated June 9, 2006, the Court consolidated the pending cases and appointed the Lead Plaintiffs and approved Lead Plaintiffs’ choice of Co-Lead Counsel.

On August 25, 2006, Lead Plaintiffs filed a consolidated complaint (the “Complaint”) asserting, among other things, that the Defendants misrepresented the success of its acquisition of the Holmes Group, Inc. and its product lines. Lead Plaintiffs also alleged that Defendants’ materially false and misleading statements artificially inflated the price of Jarden common stock, allowing the individual Defendants to sell over $14 million in shares owned by them prior to the disclosure of the adverse information concerning the Company’s earnings for the fourth quarter of fiscal 2005. Lead Plaintiffs alleged that when Defendants revealed that Jarden would miss its EBITDA projections for the fourth quarter of 2005, shares of Jarden stock fell over 11% to close at $27.05 per share.

On October 20, 2006, the Defendants filed a motion to dismiss the Complaint. On December 18, 2006, Lead Plaintiffs filed a memorandum in opposition to the motion to dismiss, and on January 29, 2007, Defendants filed a memorandum in reply. The Court heard oral argument on the motion to dismiss on February 2, 2007. On May 31, 2007, the Court issued a Memorandum and Order denying the motion to dismiss. On July 3, 2007, Defendants filed a motion to reconsider based on the Supreme Court’s June 21, 2007 opinion in Tellabs, Inc. v. Makor Issues & Rights, Ltd., 551 U.S. 308 (2007). On September 4, 2007, the Court issued a Memorandum and Order granting the motion to reconsider insofar as it was reasonably timely filed, but denied it with respect to the merits. On July 10, 2007, the Defendants filed an answer to the Complaint.
On September 11, 2007, Lead Plaintiffs moved for class certification, which was opposed by Defendants on November 21, 2007. Lead Plaintiffs filed reply papers on December 21, 2007, and oral argument was heard on January 11, 2008. On March 6, 2008, the Court issued a Memorandum and Order granting Lead Plaintiffs’ motion and appointing Lead Plaintiffs as Class Representatives, and on March 18, 2008, the Court entered the parties’ proposed Order Certifying Shareholder Class to correct a clerical error in the Court’s March 6, 2008 Memorandum and Order.

The parties attended formal mediation sessions before the Hon. Layn R. Phillips (Ret.), and on November 20, 2008, reached an agreement-in-principle to settle the Litigation. On that date, the parties’ representatives executed a Settlement Term Sheet.

IV. CLAIMS OF THE LEAD PLAINTIFFS AND BENEFITS OF SETTLEMENT

Co-Lead Counsel, on behalf of Lead Plaintiffs, have conducted an extensive investigation relating to the claims and the underlying events and transactions alleged in the Complaint. Co-Lead Counsel’s investigation included: (i) review of Jarden’s SEC filings, regulatory filings and reports, securities analysts’ reports and advisories about the Company, press releases, and other public statements issued by the Company; (ii) review of media reports about the Company; and (iii) interviews with persons with knowledge of the alleged misconduct, including former employees of Jarden.

Lead Plaintiffs allege that Defendants made materially false and misleading statements regarding the success of its acquisition of the Holmes Group, Inc. and its product lines. Lead Plaintiffs further allege that when the previously undisclosed facts were first publicly revealed to the market, Jarden’s stock price declined, causing investors harm. Lead Plaintiffs believe that the claims asserted in the Litigation have merit. However, Lead Plaintiffs and Co-Lead Counsel recognize the expense, length and complexity of continued proceedings necessary to prosecute the Litigation
against the Defendants through trial and appeal. Lead Plaintiffs and Co-Lead Counsel also have taken into account the uncertain outcome and the risk of litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Co-Lead Counsel also are mindful of the inherent problems of proof of, and possible defenses to, the allegations and claims asserted in the Litigation.

Accordingly, Lead Plaintiffs, by their counsel, and assisted by Judge Phillips, conducted discussions and arm's-length negotiations with counsel for Defendants with respect to a compromise and settlement of the Litigation, with a view to settling the issues in dispute against the Defendants and achieving the best relief possible consistent with the interests of the Class.

Based upon their investigation as set forth above, Co-Lead Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable and adequate to Lead Plaintiffs and the Class, as defined above, and in their best interests. Co-Lead Counsel and Lead Plaintiffs believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Class and each of the Class Members, and have agreed to settle the claims raised in the Litigation pursuant to the terms and provisions of the Stipulation, after considering: (a) the benefits that Lead Plaintiffs and the members of the Class will receive from the settlement of the Litigation; (b) the attendant risks of litigation; and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation.

V. DEFENDANTS' STATEMENT AND DENIALS OF WRONGDOING AND LIABILITY

The Defendants have denied and continue to deny all allegations of any wrongdoing or liability against them whatsoever arising out of any of the conduct, statements, acts or omissions alleged in the Litigation. The Defendants also have denied and continue to deny, inter alia, the allegations that they made any materially false or misleading statements during the Class Period, that
the price of Jarden common stock was artificially inflated during the Class Period, that the Lead Plaintiffs or the Class, have suffered any damages, or that the Lead Plaintiffs or the Class were harmed by any conduct alleged in the Litigation or that could have been alleged therein. Defendants do not in any way acknowledge any fault, liability or wrongdoing of any kind. The Stipulation and all related documents are not, and shall not in any event be construed or deemed to be evidence of or an admission or concession on the part of the Defendants with respect to any claim of or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in Defendants' defenses.

Nonetheless, the Defendants have concluded that further conduct of the Litigation would be protracted, time-consuming, expensive and distracting, including, without limitation, to Jarden and its management, and that it is desirable that the Litigation be fully and finally settled. The Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Litigation. The Defendants have, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulation.

**VI. TERMS OF THE PROPOSED SETTLEMENT**

The Defendants have paid or caused to be paid into an escrow account, pursuant to the terms of the Stipulation of Settlement, cash in the amount of $8,000,000.00, which has been earning and will continue to earn interest for the benefit of the Class.

A portion of the Settlement Fund will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice, payment of any taxes assessed against the Settlement Fund and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Plaintiffs' Counsel as attorneys' fees and expenses. In addition, one or more Lead Plaintiffs may seek reimbursement for their time and expenses incurred in their representation of the Class.
The balance of the Settlement Fund (the “Net Settlement Fund”) will be distributed according to the Plan of Distribution described below to Class Members who submit valid and timely Proof of Claim and Release forms.

VII. THE RIGHTS OF CLASS MEMBERS

If you are a Class Member, you may receive the benefit of, and, unless you exclude yourself from the Class, you will be bound by the terms of, the proposed Settlement described in this Notice, upon approval of it by the Court.

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

1. You may file a Proof of Claim and Release as described below. If you choose this option, you will remain a Class Member, you will share in the proceeds of the proposed Settlement if your claim is timely and valid and if the proposed Settlement is finally approved by the Court, and you will be bound by the Order and Final Judgment and release described below.

2. If you do not wish to be included in the Class and you do not wish to participate in the proposed Settlement described in this Notice, you may request to be excluded. To do so, you must so state in writing postmarked no later than _____________, 2009. You must set forth: (a) your name, address and telephone number; (b) the number of shares of Jarden common stock purchased or otherwise acquired and the number of shares sold during the Class Period and the dates and prices of such purchase(s), acquisitions and/or sale(s); and (c) that you wish to be excluded from the Class. The exclusion request should be addressed as follows:

   Jarden Securities Litigation
   EXCLUSIONS
   Claims Administrator
   c/o Gilardi & Co. LLC
   P.O. Box 8040
   San Rafael, CA 94912-8040
3. If you validly request exclusion from the Class: (a) you will be excluded from the Class, (b) you will not share in the proceeds of the Settlement described herein, (c) you will not be bound by any judgment entered in the Litigation, and (d) you will not be precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against Defendants based on the matters complained of in the Litigation.

4. If you do not request in writing to be excluded from the Class as set forth in paragraph 2 above, you will be bound by any and all determinations or judgments in the Litigation in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Class, and you shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully released all of the Released Claims against the Released Parties, whether or not you submit a valid Proof of Claim and Release form.

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

6. If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing at your own expense. If you do not do so, you will be represented by Co-Lead Counsel: Coughlin Stoia Geller Rudman & Robbins LLP, Robert M. Rothman, 58 South Service Road, Suite 200, Melville, NY 11747, and Barroway Topaz Kessler Meltzer & Check, LLP, Katharine M. Ryan, 280 King of Prussia Road, Radnor, PA 19087.

VIII. PLAN OF DISTRIBUTION

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proof of Claim and Release forms under the Plan of Distribution described below. The Plan of
Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have a net loss on all transactions in Jarden common stock during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Co-Lead Counsel have consulted with their damages consultant to determine a fair and equitable formula for distribution of the Net Settlement Fund. Please note that the Plan of Distribution does not reflect an assessment of the damages that they believe could have been recovered had Lead Plaintiffs prevailed at trial.

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

A claim will be calculated as follows:

The allocation below is based on the following price declines as well as the statutory PLSRA 90-day look back amount of $28.98:

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<th>Date</th>
<th>Closing Price</th>
<th>Price Decline</th>
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</tr>
<tr>
<td>January 12, 2006</td>
<td>$27.05</td>
<td>$3.37</td>
</tr>
</tbody>
</table>

Proposed Allocation

For shares of Jarden common stock purchased or otherwise acquired, on or between June 29, 2005 through October 26, 2005, the claim per share shall be as follows:
a) If sold prior to October 27, 2005, the claim per share is $0.00.

b) If sold on or between October 27, 2005 through January 11, 2006, the claim per share shall be the lesser of: (i) $3.30 (October 27, 2005 Price Decline), or (ii) the difference between the purchase price and the selling price.

c) If retained at the end of January 11, 2006, and sold before April 11, 2006 the claim per share shall be the lesser of: (i) $6.67 (October 27, 2005 and January 12, 2006 Price Declines); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.

d) If retained or sold, on or after April 12, 2006, the claim per share shall be the lesser of: (i) $6.67 (October 27, 2005 and January 12, 2006 Price Declines), or (ii) the difference between the purchase price per share and $28.98 per share.

For shares of Jarden common stock purchased or otherwise acquired, on or between October 27, 2005 through January 11, 2006, the claim per share shall be as follows:

a) If sold prior to January 12, 2006, the claim per share is $0.00.

b) If retained at the end of January 11, 2006, and sold before April 11, 2006, the claim per share shall be the lesser of: (i) $3.37 (January 12, 2006 Price Decline); or (ii) the difference between the purchase price and the selling price; or (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in the table below.

c) If retained or sold, on or after April 12, 2006, the claim per share shall be the lesser of: (i) $3.37 (January 12, 2006 Price Decline), or (ii) the difference between the purchase price per share and $28.98 per share.
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<tr>
<th>Date</th>
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<th>Average Closing Price</th>
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<tr>
<td>14-Mar-06</td>
<td>$30.84</td>
<td>$27.42</td>
</tr>
</tbody>
</table>
IX. PARTICIPATION IN THE SETTLEMENT

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release must be postmarked on or before ____________, 2009, and delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release form, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Order and Final Judgment.

X. DISMISSAL AND RELEASES

If the proposed Settlement is approved, the Court will enter the Order and Final Judgment. The Order and Final Judgment will dismiss the Released Claims with prejudice as to all Released Parties. The Order and Final Judgment will provide that all Class Members shall be deemed to have
released and forever discharged all Released Claims (to the extent Class Members have such claims) against all Released Parties and that the Released Parties shall be deemed to have released and discharged all Class Members and Co-Lead Counsel from all claims arising out of the prosecution and settlement of the Litigation or the Released Claims.

XI. APPLICATION FOR FEES AND EXPENSES

At the Settlement Hearing, Plaintiffs’ Counsel will request the Court to award attorneys’ fees of 25% of the Settlement Fund, plus expenses not to exceed $250,000, which were incurred in connection with the Litigation, plus interest thereon. Lead Plaintiffs may also seek reimbursement for their time and expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

To date, Plaintiffs’ Counsel have not received any payment for their services or expenses in conducting this Litigation on behalf of the Lead Plaintiffs and Class Members. The fee requested by Plaintiffs’ Counsel will compensate them for their efforts in achieving the Settlement Fund for the benefit of the Class and for their risk in undertaking this representation on a wholly contingent basis.

XII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Order and Final Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from or alter or amend the Order and Final Judgment. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of the execution of the Stipulation.
XIII. THE RIGHT TO BE HEARD AT THE HEARING

Any Class Member who objects to any aspect of the Settlement, the Plan of Distribution, or the application for attorneys' fees and expenses, may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, received on or before ____________, 2009, by each of the following:

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
DANIEL PATRICK MOYNIHAN
UNITED STATES COURTHOUSE
500 Pearl Street
New York, NY 10007

Attorneys for Defendants

Tariq Mundiya
WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, NY 10019

Co-Lead Counsel for Plaintiffs

Ellen Gusikoff Stewart
COUGHLIN STOIA GELLER RUDMAN & ROBBINS LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Gregory M. Castaldo
Katharine M. Ryan
BARROWAY TOPAZ KESSLER MELTZER & CHECK, LLP
280 King of Prussia Road
Radnor, PA 19087

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

XIV. SPECIAL NOTICE TO NOMINEES

If you hold or held any Jarden common stock purchased or otherwise acquired during the Class Period as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release form by first class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

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

If you choose to mail the Notice and Proof of Claim and Release form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and Release form and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release form, upon submission of appropriate documentation to the Claims Administrator.

XV. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation. For full details of the matters discussed in this Notice, you may review the Stipulation filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, at the United

If you have any questions about the settlement of the Litigation, you may contact Plaintiffs’ Settlement Counsel by writing:

COUGHLIN STOIA GELLER RUDMAN
& ROBBINS LLP
Ellen Gusikoff Stewart
655 West Broadway, Suite 1900
San Diego, CA  92101-3301

BARROWAY TOPAZ KESSLER
MELTZER & CHECK, LLP
Gregory M. Castaldo
Katharine M. Ryan
280 King of Prussia Road
Radnor, PA 19087

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: _____________, 2009

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
EXHIBIT A-2
ERNESTO DARQUEA, Plaintiff,

vs.

JARDEN CORP., et al., Defendants.

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2
I. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action entitled *Darquea v. Jarden Corp., et al.*, Civil Action No. 06-cv-0722 (RPP) (the “Litigation”), you must complete and, on page ___ hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE ________, 2009, ADDRESSED AS FOLLOWS:

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

If you are NOT a member of the Class (as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”)) DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Class and you did not timely request exclusion therefrom in connection with this proposed Settlement, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired Jarden common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you
purchased or otherwise acquired Jarden common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

Use Part I of this form entitled “Claimant Identification” to identify each purchaser or acquirer of record (“nominee”), if different from the beneficial purchaser or acquirer of the Jarden common stock which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS OR ACQUIRER OR ACQUIRERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OR ACQUIRER OR ACQUIRERS, OF THE JARDEN COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Jarden Common Stock” to supply all required details of your transaction(s) in Jarden common stock during the Class Period. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to all of your purchases and acquisitions and all of your sales of Jarden common stock which took place at any
time between June 29, 2005 and January 11, 2006, inclusive (the “Class Period”), whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to all of the Jarden common stock you held at the beginning of trading on June 29, 2005, and at the close of trading on January 11, 2006. Failure to report all such transactions may result in the rejection of your claim.

List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Jarden common stock. The date of a “short sale” is deemed to be the date of sale of Jarden common stock.

Copies of broker confirmations or other documentation of your transactions in Jarden common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Darquea v. Jarden Corp., et al.,

Civil Action No. 06-cv-0722 (RPP)

PROOF OF CLAIM AND RELEASE

Must Be Postmarked No Later Than:

_____, 2009

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner’s Name (First, Middle, Last)

Street Address

City State or Province

Zip Code or Postal Code Country

Social Security Number or Taxpayer Identification Number

Area Code Telephone Number (work)

Area Code Telephone Number (home)

Record Owner’s Name (if different from beneficial owner listed above)
PART II: SCHEDULE OF TRANSACTIONS IN JARDEN COMMON STOCK

A. Number of shares of Jarden common stock held at the beginning of trading on June 29, 2005: ________

B. Purchases or Acquisitions (June 29, 2005 – January 11, 2006, inclusive) of Jarden common stock:

<table>
<thead>
<tr>
<th>Trade Date Mo. Day Year</th>
<th>Number of Shares Purchased or Acquired</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.__________</td>
<td>1.__________</td>
<td>1.__________</td>
</tr>
<tr>
<td>2.__________</td>
<td>2.__________</td>
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</tr>
<tr>
<td>3.__________</td>
<td>3.__________</td>
<td>3.__________</td>
</tr>
</tbody>
</table>

IMPORTANT: Identify by number listed above all purchases in which you covered a “short sale”: __________

C. Sales (June 29, 2005 – January 11, 2006, inclusive) of Jarden common stock:

<table>
<thead>
<tr>
<th>Trade Date Mo. Day Year</th>
<th>Number of Shares Sold</th>
<th>Total Sales Price</th>
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<td>1.__________</td>
</tr>
<tr>
<td>2.__________</td>
<td>2.__________</td>
<td>2.__________</td>
</tr>
<tr>
<td>3.__________</td>
<td>3.__________</td>
<td>3.__________</td>
</tr>
</tbody>
</table>

D. Number of shares of Jarden common stock held at the close of trading on January 11, 2006: ________________

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ THE RELEASE AND YOUR SIGNATURE ON PAGE __ WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.
IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Jarden securities, such as options) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of Jarden common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the "Released Parties," defined as each and all of the Defendants, their respective past or present advisors, affiliates, agents, assigns, attorneys, banks or investment banks, co-insurers, consultants, directors, divisions, present and former employees, heirs, insurers, investment advisors, members, officers, parents, predecessors, principals, reinsurers, representatives, stockholders, spouses, subsidiaries, successors, related or affiliated entities, any entity in which any Defendant has a controlling interest, any member of an individual Defendant's immediate family, or any trust of which any Defendant is the settlor or which is for the benefit of any individual Defendant and/or member(s) of his family.

2. "Released Claims" means any and all claims, debts, demands, rights or causes of action or liabilities of any nature or description whatsoever (including, but not limited to, claims for
damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative or individual in nature, including both known claims and Unknown Claims (as defined below), that have been or could have been asserted in any forum by Lead Plaintiffs or the Class Members or any of them or the heirs, successors and assigns of any of them, against any of the Released Parties, which arise out of, are based on, or relate in any way, directly or indirectly, to any of the allegations, acts, transactions, facts, events, matters or occurrences, representations or omissions involved, asserted, set forth, referred to or that could have been asserted in the Complaint or the Litigation and arise out of, are based on, or relate in any way to the purchase or other acquisition of Jarden common stock by any Class Member during the Class Period.

3. “Released Defendants’ Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims (as defined below), that have been or could have been asserted in the Litigation or any forum by the Defendants, or the heirs, successors and assigns of any of them against the Lead Plaintiffs, any of the Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation, excluding any claims for breaches of the Stipulation.

4. “Unknown Claims” means any and all Released Claims which the Lead Plaintiffs or any Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his,
her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Lead Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and the Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Lead Plaintiffs shall expressly waive, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Defendants may hereafter discover facts in addition to or different from those which he or it now knows or believes to be true with respect to the subject matter of the Released Defendants’ Claims, but Defendants shall expressly waive, and by operation of the Order and Final Judgment shall have fully, finally, and forever settled and released any and all Released Defendants’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not conceded or
hidden, which now exist, or heretofore have existed, upon any theory, or law or equity now existing or coming into existence in the future, including, but not limited to, breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Defendants acknowledge, and the Class Members by operation of law shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a key element of the Settlement.

This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Jarden common stock which occurred during the Class Period as well as the number of shares of Jarden common stock held by me (us) at the beginning of trading on June 29, 2005 and at the close of trading on January 11, 2006.

7. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.
I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____________ day of _______________
(Month/Year)

in ____________________________________________
(City) (State/Country)

______________________________________________
(Sign your name here)

______________________________________________
(Type or print your name here)

______________________________________________
(Capacity of person(s) signing, e.g., Beneficial Purchaser, Acquirer Executor or Administrator)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.
SUMMARY NOTICE

EXHIBIT A-3
TO: ALL PERSONS ("CLASS MEMBERS") WHO PURCHASED OR OTHERWISE ACQUIRED JARDEN CORPORATION ("JARDEN" OR THE "COMPANY") COMMON STOCK BETWEEN JUNE 29, 2005 AND JANUARY 11, 2006, INCLUSIVE (THE "CLASS PERIOD") EXCEPT THE DEFENDANTS; MEMBERS OF THE FAMILIES OF ANY DEFENDANT; ANY PARENT, SUBSIDIARY, AFFILIATE, PARTNER, OFFICER, EXECUTIVE OR DIRECTOR OF ANY DEFENDANT DURING THE CLASS PERIOD; ANY ENTITY IN WHICH ANY SUCH EXCLUDED PERSON HAS A CONTROLLING INTEREST; AND THE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY SUCH EXCLUDED PERSON OR ENTITY (THE "CLASS"): YOU ARE HEREBY NOTIFIED, pursuant to an order of the United States District Court for the Southern District of New York, that a hearing will be held on _______________, 2009, at _____ __.m., before the Honorable Robert P. Patterson at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York, for the purpose of determining: (1) whether the proposed Settlement of the claims in the Litigation described in the detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice") for the sum of $8,000,000.00 (the "Settlement Fund") in cash should be approved by the Court as fair, reasonable and adequate; (2) whether, thereafter, this Litigation should be dismissed with prejudice as set forth in the Stipulation of Settlement dated January 20, 2009 (the "Stipulation"); (3) whether the Plan of Distribution is fair, reasonable and adequate and therefore should be approved; (4) whether the application by Plaintiffs’ Counsel for the payment of attorneys’ fees and expenses incurred in connection in this Litigation should be approved; and (5) whether the application by Lead Plaintiffs for the reimbursement of time and expenses should be approved.

If you purchased or otherwise acquired Jarden common stock between June 29, 2005 and January 11, 2006, inclusive, your rights may be affected by the settlement of this Litigation. If you have not received the Notice and a copy of the Proof of Claim and Release form ("Release"), you may obtain copies by writing to Jarden Securities Litigation, c/o Gilardi & Co. LLC, P.O. Box 8040, San Rafael, CA 94912-8040 or on the internet at www.gilardi.com. If you are a Class Member, in
order to share in the distribution of the net Settlement Fund, you must submit a Proof of Claim and Release form postmarked no later than _______________, 2009, establishing that you are entitled to recovery.

If you desire to be excluded from the Class, you must submit a request for exclusion postmarked by ___________, 2009, in the manner and form explained in the detailed Notice referred to above. All Class Members who have not requested exclusion from the Class will be bound by any judgment entered in the Litigation pursuant to the Stipulation.

Any objection to the Settlement must be mailed or delivered such that it is received by each of the following no later than ___________, 2009:

CLERK OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
DANIEL PATRICK MOYNIHAN  
UNITED STATES COURTHOUSE  
500 Pearl Street  
New York, NY 10007

WILLKIE FARR & GALLAGHER LLP  
TARIQ MUNDIYA  
787 Seventh Avenue  
New York, NY 10019-6099

Attorneys for Defendants

COUGHLIN STOIA GELLER RUDMAN & ROBBINS LLP  
ELLEN GUSIKOFF STEWART  
655 West Broadway, Suite 1900  
San Diego, CA 92101
PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact one of Plaintiffs’ Settlement Counsel at the address listed above.

DATED: _____________, 2009

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ERNESTO DARQUEA,

 Plaintiff,

vs.

JARDEN CORP., et al.,

 Defendants.

Civil Action No. 1:06-cv-00722 (RPP)
(Consolidated)
CLASS ACTION

PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

EXHIBIT B
This matter came before the Court for hearing pursuant to an Order of this Court, dated ____________, 2009, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated January 20, 2009 (the “Stipulation”). Due and adequate notice having been given of the Settlement as required in said Order, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Order and Final Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Settlement, including all members of the Class.

3. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Complaint, the Litigation, and all claims contained therein, including all of the Released Claims, are hereby dismissed without costs and with prejudice in full and final discharge of any and all claims belonging to Lead Plaintiffs and the other Class Members that were or could have been asserted as against each and all of the Released Parties. The parties are to bear their own costs, except as otherwise provided in the Stipulation.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement set forth in the Stipulation and finds that said Settlement is, in all respects, fair, reasonable and adequate to, and is in the best interests of, the Lead Plaintiffs, the Class and each of the Class Members. This Court further finds the Settlement set forth in the Stipulation is the result of arm’s-length negotiations between experienced counsel representing the interests of the
Lead Plaintiffs, the Class Members and the Defendants. Accordingly, the Settlement embodied in the Stipulation is hereby approved in all respects and shall be consummated in accordance with its terms and provisions. The Settling Parties are hereby directed to perform the terms of the Stipulation.

5. Upon the Effective Date, the Lead Plaintiffs and each of the Class Members, on behalf of themselves, their heirs, successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether the Lead Plaintiffs or any such Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim and Release, any distribution from the Net Settlement Fund, shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties and shall have covenanted not to sue the Released Parties with respect to all such Released Claims, and shall be permanently barred and enjoined from instituting, commencing or prosecuting any such Released Claim, whether or not such Class Member executes and delivers the Proof of Claim and Release.

6. All Class Members are hereby forever barred and enjoined from instituting or prosecuting any other action against the Released Parties in any court or tribunal asserting any Released Claim.

7. Upon the Effective Date hereof, each of the Released Parties shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, relinquished and discharged each and all of the Class Members and their counsel from all claims (including Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims, except to enforce the releases and other terms and conditions contained in the Stipulation.
8. The distribution of the Notice of Pendency and Proposed Settlement of Class Action and the publication of the Summary Notice as provided for in the Order for Notice and Hearing constituted the best notice practicable under the circumstances, including individual notice to all members of the Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7) as amended by the Private Securities Litigation Reform Act of 1995, the requirements of due process, and any other applicable law.

9. Any plan of distribution submitted by Plaintiffs' Settlement Counsel or any order entered regarding the attorneys' fee and expense application shall in no way disturb or affect this Order and Final Judgment and shall be considered separate from this Order and Final Judgment.

10. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission or concession of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of any nature whatsoever of the Defendants; or (b) is or may be deemed to be or may be used as an admission or concession of, or evidence of, any fault or omission whatsoever of any of the Defendants in any civil, criminal, administrative or other proceeding in any court, administrative agency or other tribunal; or (c) is admissible in any proceeding except an action to enforce or interpret the terms of the Stipulation, the Settlement contained therein, and any other documents executed in connection with the performance of the agreements embodied therein. Defendants and/or the other Released Parties may file the Stipulation
and/or this Order and Final Judgment in any action that may be brought against them in order to support a defense or counterclaim based on the principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. Without affecting the finality of this Order and Final Judgment in any way, this Court hereby retains continuing jurisdiction over (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses in the Litigation; and (d) all parties hereto for the purpose of construing, enforcing and administering the Stipulation and/or the Settlement.

12. This Order and Final Judgment is a final judgment in the Litigation as to all claims among the Released Parties, on the one hand, and the Lead Plaintiffs and all Class Members, on the other. This Court finds, for purposes of Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay and expressly directs entry of judgment as set forth herein.

13. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to Jarden or to such Person that paid the Settlement Amount, then this Order and Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered...
and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

IT IS SO ORDERED.

DATED: ________________________  THE HONORABLE ROBERT P. PATTERSON
UNITED STATES DISTRICT JUDGE