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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE BECKMAN COULTER, INC.
SECURITIES LITIGATION

) Case No.: 8:10-cv-1327-JST (RNBx)

) **SUPPLEMENTAL
PRELIMINARY APPROVAL
ORDER PROVIDING FOR
NOTICE AND HEARING IN
CONNECTION WITH PROPOSED
CLASS ACTION SETTLEMENT**

On September 13, 2011, Arkansas Teacher Retirement System and Iron Workers District Council of New England Pension Fund (“Lead Plaintiff”), on behalf of itself and the Class, and Beckman Coulter, Inc. (“Beckman” or the “Company”), Scott T. Garrett and Charles P. Slacik (collectively, the “Defendants”) entered into a Stipulation of Settlement (the “Stipulation”) in the above-titled litigation (the “Action”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed settlement of the claims alleged in the Consolidated Class Action Complaint for Violations of Federal Securities Laws (the “Complaint”) against the Defendants on the merits and with prejudice (the “Settlement”). The Court, having read and considered the Stipulation and the

1 accompanying exhibits, issued its Order Granting Plaintiff's Motion for
2 Preliminary Settlement Approval and Setting a Fairness Hearing for February 27,
3 2012 at 10:00 A.M. on November 9, 2011 (Doc. 70.) On November 10, 2011, the
4 Parties filed a joint request for a supplemental preliminary approval order. (Doc.
5 71.) Specifically, the Parties requested certain mechanical rulings necessary for
6 the effectuation of the notice program and Settlement. Accordingly, the Court
7 further orders as follows:

8 1. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for
9 the purposes of the Settlement only, Lead Plaintiff is certified as Class
10 Representative for the Class. The law firms of Labaton Sucharow LLP and Berger
11 & Montague, P.C. are appointed Class Counsel for the Class.

12 2. As previously ordered, a hearing (the "Settlement Hearing") pursuant
13 to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be
14 held before the Court on February 27, 2012, at 10:00 a.m. for the following
15 purposes:

16 (a) to determine whether the proposed Settlement is fair,
17 reasonable and adequate, and should be approved by the Court;

18 (b) to determine whether the proposed Final Order and Judgment
19 ("Judgment") as provided under the Stipulation should be entered, and to
20 determine whether the release by the Class of the Released Claims, as set forth in
21 the Stipulation, should be provided to the Released Defendant Parties;

22 (c) to determine, for purposes of the Settlement only, whether the
23 Class should be finally certified; whether Lead Plaintiff should be finally certified
24 as Class Representative for the Class; and whether the law firms of Labaton
25 Sucharow LLP and Berger & Montague, P.C. should be finally appointed as Class
26 Counsel for the Class;

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1 (d) to determine whether the proposed Plan of Allocation for the
2 proceeds of the Settlement is fair and reasonable and should be approved by the
3 Court;

4 (e) to consider Lead Counsel's application for an award of
5 attorneys' fees and reimbursement of expenses (which may include an application
6 for an award to Lead Plaintiff for reimbursement of its reasonable costs and
7 expenses directly related to its representations of the Class, pursuant to the Private
8 Securities Litigation Reform Act of 1995 ("PSLRA")); and

9 (f) to rule upon such other matters as the Court may deem
10 appropriate.

11 3. The Court reserves the right to approve the Settlement with or without
12 modification and with or without further notice of any kind. The Court further
13 reserves the right to enter the Judgment approving the Settlement regardless of
14 whether it has approved the Plan of Allocation or awarded attorneys' fees and/or
15 expenses. The Court may also adjourn the Settlement Hearing or modify any of
16 the dates herein without further notice to members of the Class.

17 4. The Court approves the form, substance and requirements of the
18 Notice of Pendency of Class Action and Proposed Settlement and Motion for
19 Attorneys' Fees and Expenses (the "Notice") and the Proof of Claim and Release
20 Form ("Proof of Claim"), substantially in the forms annexed hereto as Exhibits 1
21 and 2, respectively.

22 5. The Court approves the retention of A.B. Data, Ltd. as the Claims
23 Administrator. The Claims Administrator shall cause the Notice and the Proof of
24 Claim, substantially in the forms annexed hereto, to be mailed, by first-class mail,
25 postage prepaid, on or before ten (10) business days after the date of entry of this
26 Order ("Notice Date"), to all Class Members who can be identified with reasonable
27 effort. Beckman, to the extent it has not already done so, shall provide to Lead
28 Counsel, or the Claims Administrator a list, in electronic searchable form, of the

1 name and last known address of all persons and entities who were shareholders of
2 record during the Class Period, no later than five (5) business days after entry of
3 this Order.

4 6. The Claims Administrator shall use reasonable efforts to give notice
5 to nominee purchasers such as brokerage firms and other persons or entities who
6 purchased or otherwise acquired Beckman common stock during the Class Period
7 as record owners but not as beneficial owners. Such nominee purchasers are
8 directed, within seven (7) calendar days of their receipt of the Notice, to either
9 (i) provide the Claims Administrator with lists of the names and last known
10 addresses of the beneficial owners, and the Claims Administrator is ordered to send
11 the Notice and Proof of Claim promptly to such identified beneficial owners by
12 first-class mail, or (ii) request additional copies of the Notice and Proof of Claim,
13 and within seven (7) calendar days of receipt of such copies send them by first-
14 class mail directly to the beneficial owners. Record holders who elect to send the
15 Notice and Proof of Claim to their beneficial owners shall also send a statement to
16 the Claims Administrator confirming that the mailing was made as directed.
17 Additional copies of the Notice shall be made available to any record holder
18 requesting such Notice for the purpose of distribution to beneficial owners, and
19 such record holders shall be reimbursed from the Settlement Fund, after receipt by
20 the Claims Administrator of proper documentation, for their reasonable expenses
21 actually incurred in sending the Notices and Proofs of Claim to beneficial owners.

22 7. Lead Counsel shall, before the Settlement Hearing, file with the Court
23 proof of mailing of the Notice and Proof of Claim and an affidavit or declaration
24 describing the efforts taken to comply with the notice requirements of this Order.

25 8. The Court approves the form of the Summary Notice of Pendency of
26 Class Action and Proposed Settlement and Motion for Attorneys' Fees and
27 Expenses ("Summary Notice") substantially in the form annexed hereto as Exhibit
28 3, and directs that Lead Counsel shall cause the Summary Notice to be published in

1 *Investor's Business Daily* and transmitted over *PRNewswire* within fourteen (14)
2 calendar days of the Notice Date. Lead Counsel shall, at or before the Settlement
3 Hearing, file with the Court proof of publication of the Summary Notice.

4 9. The form and content of the notice program described herein, and the
5 methods set forth herein of notifying the Class of the Settlement and its terms and
6 conditions, meet the requirements of Rule 23 of the Federal Rules of Civil
7 Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §
8 78u-4(a)(7), as amended by the PSLRA, and due process, constitute the best notice
9 practicable under the circumstances, and shall constitute due and sufficient notice
10 to all persons and entities entitled thereto.

11 10. In order to be eligible to receive a distribution from the Net Settlement
12 Fund, in the event the Settlement becomes effective in accordance with the terms
13 and conditions set forth in the Stipulation, each Class Member shall take the
14 following actions and be subject to the following conditions:

15 (a) A properly executed Proof of Claim, substantially in the form
16 annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, at the
17 address indicated in the Notice, postmarked no later than 120 calendar days after
18 the Notice Date. Such deadline may be further extended by Court Order or by
19 Lead Counsel in their discretion. Each Proof of Claim shall be deemed to have
20 been submitted when postmarked (if properly addressed and mailed by first-class
21 mail, postage prepaid) provided such Proof of Claim is actually received prior to
22 the motion for an order of the Court approving distribution of the Net Settlement
23 Fund. Any Proof of Claim submitted in any other manner shall be deemed to have
24 been submitted when it was actually received at the address designated in the
25 Notice. Any Class Member who does not timely submit a Proof of Claim within
26 the time provided for shall be barred from sharing in the distribution of the Net
27 Settlement Fund, unless otherwise ordered by the Court.

1 (b) The Proof of Claim submitted by each Class Member must
2 satisfy the following conditions, unless otherwise ordered by the Court: (i) it must
3 be properly completed, signed and submitted in a timely manner in accordance
4 with the provisions of the preceding subparagraph; (ii) it must be accompanied by
5 adequate supporting documentation for the transactions reported therein, in the
6 form of broker confirmation slips, broker account statements, an authorized
7 statement from the broker containing the transactional information found in a
8 broker confirmation slip, or such other documentation as is deemed adequate by
9 Lead Counsel; (iii) if the person executing the Proof of Claim is acting in a
10 representative capacity, a certification of her current authority to act on behalf of
11 the Class Member must be included in the Proof of Claim; and (iv) the Proof of
12 Claim must be complete and contain no material deletions or modifications of any
13 of the printed matter contained therein and must be signed under penalty of
14 perjury.

15 (c) As part of the Proof of Claim, each Class Member shall submit
16 to the jurisdiction of the Court with respect to the claim submitted.

17 11. Class Members shall be bound by all orders, determinations and
18 judgments in this Action, whether favorable or unfavorable, unless such Persons
19 request exclusion from the Class in a timely and proper manner, as hereinafter
20 provided. A Class Member wishing to make such an exclusion request shall mail
21 the request in written form by first-class mail to the address designated in the
22 Notice for such exclusions, such that it is postmarked no later than twenty-one (21)
23 calendar days prior to the Settlement Hearing. Such request for exclusion must
24 state the name, address and telephone number of the person seeking exclusion, that
25 the sender requests to be “excluded from the Class in *In re Beckman Coulter, Inc.*
26 *Sec. Litig.*, 8:10-cv-1327-JST (RNBx) (C.D.Cal.)” and must be signed by such
27 person. Such persons requesting exclusion are also directed to state: the date(s),
28 price(s), and number(s) of shares of all purchases, acquisitions and sales of the

1 Beckman common stock during the Class Period. The request for exclusion shall
2 not be effective unless it provides the required information and is made within the
3 time stated above, or the exclusion is otherwise accepted by the Court.

4 12. Class Members who submit a valid and timely request for exclusion
5 from the Class shall not be eligible to receive any payment out of the Net
6 Settlement Fund as described in the Stipulation and Notice. Lead Counsel and the
7 Claims Administrator shall notify Defendants' Counsel of any retraction or
8 withdrawal of a Request for Exclusion, and provide copies thereof promptly and in
9 no event later than two (2) calendar days prior to the Settlement Hearing. To
10 retract or withdraw a Request for Exclusion, a member of the Class must file a
11 written notice with the Court prior to the Settlement Hearing (provided however
12 that such filing may be effected by Lead Counsel) stating the person's or entity's
13 desire to retract or withdraw his, her, or its Request for Exclusion and that person's
14 or entity's desire to be bound by any judgment or settlement in this Action.

15 13. The Court will consider any Class Member's objection to the
16 Settlement, the Plan of Allocation, and/or the application for an award of
17 attorneys' fees or reimbursement of expenses only if such Class Member has
18 served by hand or by mail his, her or its written objection and supporting papers
19 such that they are received or postmarked on or before twenty-one (21) calendar
20 days before the Settlement Hearing, upon Lead Counsel, Labaton Sucharow LLP,
21 Christopher J. McDonald, 140 Broadway, New York, NY 10005 and Defendants'
22 Counsel, Pamela S. Palmer, Latham & Watkins LLP, 650 Town Center Drive,
23 Suite 2000, Costa Mesa, California 92626, and has filed said objections and
24 supporting papers with the Clerk of the Court, United States District Court for the
25 Central District of California in the Santa Ana Courthouse, 411 West Fourth Street,
26 Santa Ana, CA 92701. Any Class Member who does not make his, her or its
27 objection in the manner provided for in the Notice shall be deemed to have waived
28 such objection and shall forever be foreclosed from making any objection to any

1 aspect of the Settlement, to the Plan of Allocation, or to the request for attorneys'
2 fees and expenses, unless otherwise ordered by the Court, but shall otherwise be
3 bound by the Judgment to be entered and the releases to be given. Attendance at
4 the hearing is not necessary; however, persons wishing to be heard orally in
5 opposition to the approval of the Settlement, the Plan of Allocation, and/or the
6 application for an award of attorneys' fees and other expenses are required to
7 indicate in their written objection their intention to appear at the hearing. Persons
8 who intend to object to the Settlement, the Plan of Allocation, and/or the
9 application for an award of attorneys' fees and expenses and desire to present
10 evidence at the Settlement Hearing must include in their written objections the
11 identity of any witnesses they may call to testify and exhibits they intend to
12 introduce into evidence at the Settlement Hearing. Class Members do not need to
13 appear at the hearing or take any other action to indicate their approval.

14 14. Pending final determination of whether the Settlement should be
15 approved, Lead Plaintiff, all Class Members, and each of them, and anyone who
16 acts or purports to act on their behalf, shall not institute, commence or prosecute
17 any action which asserts Released Claims against the Released Defendant Parties.

18 15. As provided in the Stipulation, Lead Counsel may pay the Claims
19 Administrator the reasonable fees and costs incurred in giving notice to the Class
20 and the review of claims and administration of the Settlement out of the Settlement
21 Fund without further approval from the Defendants and without further order of
22 the Court.

23 16. As previously ordered, all papers in support of the Settlement, Plan of
24 Allocation, and Lead Counsel's request for an award of attorneys' fees and
25 expenses shall be filed with the Court and served on or before forty-two (42)
26 calendar days prior to the date set herein for the Settlement Hearing. If reply
27 papers are necessary, they are to be filed with the Court and served no later than
28 fourteen (14) calendar days prior to the Settlement Hearing.

1 17. The passage of title and ownership of the Settlement Fund and the
2 Notice and Administration Fund to the Escrow Agent in accordance with the terms
3 and obligations of the Stipulation is approved. No person who is not a Class
4 Member or Lead Counsel shall have any right to any portion of, or to any
5 distribution of, the Net Settlement Fund unless otherwise ordered by the Court or
6 otherwise provided in the Stipulation.

7 18. All funds held in escrow shall be deemed and considered to be in
8 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court
9 until such time as such funds shall be disbursed pursuant to the Stipulation and/or
10 further order of the Court.

11 19. If the Effective Date, as defined in the Stipulation, is not reached or
12 the Settlement is terminated, then, in any such event, the Stipulation, including any
13 amendment(s) thereof, except as expressly provided in the Stipulation, and this
14 Preliminary Approval Order shall be null and void, of no further force or effect,
15 and without prejudice to any Settling Party, and may not be introduced as evidence
16 or used in any actions or proceedings by any person or entity against the Parties,
17 and the Parties shall be deemed to have reverted to their respective litigation
18 positions in the Action as of June 9, 2011.

19 20. The Court retains exclusive jurisdiction over the Action to consider all
20 further matters arising out of or connected with the Settlement.

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23 Dated: November 30, 2011

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25 JOSEPHINE STATON TUCKER
26 Honorable Josephine Staton Tucker
27 UNITED STATES DISTRICT JUDGE
28

EXHIBIT 1

1 Christopher J. Keller
(admitted *pro hac vice*)
2 Christopher J. McDonald
(admitted *pro hac vice*)
3 LABATON SUCHAROW LLP
140 Broadway
4 New York, New York 10005
Telephone: (212) 907-0700
5 Facsimile: (212) 818-0477
Email: cmcdonald@labaton.com

6 *Co-Lead Counsel for Lead Plaintiff and the*
7 *Class*

8 Mark Labaton (Bar No. 159555)
9 MOTLEY RICE LLP
1100 Glendon Avenue, 14th Floor
10 Los Angeles, California 90024
Telephone: (310) 500-3488
11 Facsimile: (310) 824-2870
Email: mlabaton@motleyrice.com

12 *Liaison Counsel for the Class*

Sherrie R. Savett
(admitted *pro hac vice*)
Barbara A. Podell
(admitted *pro hac vice*)
Douglas M. Risen
(admitted *pro hac vice*)
Eric Lechtzin (Bar No. 248958)
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, Pennsylvania 19103
Telephone: (215) 875-3071
Facsimile: (215) 875-5715
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Co-Lead Counsel for Lead Plaintiff
and the Class

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

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17 IN RE BECKMAN COULTER, INC.
SECURITIES LITIGATION

) **Case No.: 8:10-cv-1327-JST (RNBx)**
) **NOTICE OF PENDENCY OF**
) **CLASS ACTION AND PROPOSED**
) **SETTLEMENT AND MOTION**
) **FOR ATTORNEYS' FEES AND**
) **EXPENSES**

) Hon. Josephine Staton Tucker

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22 **IF YOU PURCHASED OR OTHERWISE ACQUIRED THE COMMON**
23 **STOCK OF BECKMAN COULTER, INC. ("BECKMAN" OR THE**
24 **"COMPANY") BETWEEN JULY 31, 2009 AND JULY 22, 2010,**
INCLUSIVE (THE "CLASS PERIOD"), YOU MAY BE ELIGIBLE FOR A
PAYMENT FROM A CLASS ACTION SETTLEMENT

25 **A Federal Court authorized this Notice. This is not a solicitation from a lawyer.**

- 26 • Court-appointed lead plaintiff, Arkansas Teacher Retirement System and
27 Iron Workers District Council of New England Pension Fund ("Lead
28 Plaintiff"), on behalf of itself and the Class (as defined below), has
reached a proposed settlement in the amount of \$5,000,000 in cash, plus

1 payment of actual Notice and Administration Expenses up to a cumulative
 2 cap of \$500,000 (the “Settlement”), which will resolve all claims against
 3 Beckman and the Individual Defendants, Scott T. Garrett and Charles P.
 4 Slacik (collectively, the “Defendants”), in this proposed class action (the
 “Action”).

- 5 • The Settlement resolves class action litigation over claims alleging that
 6 the Defendants allegedly misled investors about Beckman’s business
 7 performance; avoids the costs and risks of continuing the Action, pays
 8 money to investors like you, and releases the Defendants from liability.
- 9 • This Notice explains important rights you may have, including your
 10 possible receipt of cash from the Settlement. **Your legal rights will be
 affected whether or not you act. Please read this Notice carefully!**
- 11 • The Court in charge of the Action has not yet decided whether to approve
 12 the Settlement. Payments to qualified Class Members will be made if the
 13 Court approves the Settlement and after any appeals are resolved. Please
 14 be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

ACTIONS YOU MAY TAKE	EFFECT OF TAKING THIS ACTION
SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN _____, 2011.	This is the only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN _____, 2011.	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants concerning the claims that were, or could have been, asserted in this case. It is also the <i>only</i> way for Class Members to remove themselves from the Class.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION POSTMARKED NO LATER THAN _____, 2011.	Write to the Court and explain why you do not like the Settlement, the proposed Plan of Allocation, and/or the request for attorneys’ fees and reimbursement of expenses. You cannot object if you are not a Class Member or if you exclude yourself.

<p>GO TO THE HEARING ON : .M.. AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS POSTMARKED NO LATER THAN , 2011.</p>	<p>Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of expenses.</p>
<p>DO NOTHING</p>	<p>Get no payment. Remain a Class Member. Give up your rights.</p>

SUMMARY OF THIS NOTICE

I. Description of the Action and the Class

This Notice relates to the proposed Settlement of a securities class action lawsuit. As explained in more detail below, the proposed Settlement, if approved by the Court, will settle the claim of any person or entity who purchased or otherwise acquired Beckman common stock between July 31, 2009 and July 22, 2010, inclusive, and who was allegedly damaged thereby (the "Class").

II. Statement of the Plaintiffs' Recovery

Subject to Court approval, and as described more fully in on page [] below, Lead Plaintiff, on behalf of the proposed Class, has agreed to settle all claims related to the purchase or acquisition of Beckman common stock during the Class Period that were or could have been asserted against the Defendants in the Action, in exchange for a payment of \$5,000,000 in cash (the "Settlement Amount") to be deposited into an interest-bearing escrow account (the "Settlement Fund"), plus payment of the costs of Settlement Notice and Administration Expenses in an amount not to exceed a total cumulative cap of \$500,000. Based on Lead Plaintiff's consulting damages expert's estimate of the amount of Beckman common stock that may have been damaged as a result of the alleged misstatements and omissions by the Defendants, and assuming that all those shares participate in the Settlement, Lead Counsel estimates that the average recovery

1 would be approximately \$0.16 per allegedly damaged share,¹ before the deduction
2 of Court-approved attorneys' fees and expenses, taxes, and notice and
3 administration costs in excess of \$500,000, if any. Class Members should note,
4 however, that this is only an estimate based on the overall number of potentially
5 damaged shares in the Class. Some Class Members may recover more or less than
6 this estimated amount depending on, among other factors, when, where, and the
7 prices at which their shares were purchased or sold. The Net Settlement Fund (the
8 Settlement Fund less taxes, notice and administration costs in excess of \$500,000,
9 and attorneys' fees and litigation expenses awarded to Lead Counsel) will be
10 distributed in accordance with a plan of allocation (the "Plan of Allocation")
11 approved by the Court that will determine how the Net Settlement Fund shall be
12 allocated to the members of the Class. The proposed Plan of Allocation is included
13 in this Notice (see page ___ below).

14 **III. Statement of Potential Outcome of the Case**

15 The Parties do not agree on the average amount of damages per share that
16 would be recoverable if Lead Plaintiff were to prevail on the claims against the
17 Defendants. The Defendants deny all liability and that any Beckman common
18 stock was damaged as Lead Plaintiff has alleged. The issues on which the Parties
19 disagree include, for example: (1) whether any Defendant made any alleged
20 misrepresentation or omission whatsoever; (i) the amount by which the price of
21 Beckman common stock was artificially inflated, if at all, as a result of the alleged
22 misstatements and omissions by the Defendants; (ii) the amount of alleged
23 damages, if any, suffered by purchasers or acquirers of Beckman common stock;
24 (iii) the appropriate economic models for determining the amounts by which
25 Beckman common stock was allegedly artificially inflated, if at all; and (iv) the

26 _____
27 ¹ An allegedly damaged share might have been traded more than once and this
28 average recovery would be the total for all purchasers of that share. This average
recovery also assumes that Defendants will pay \$500,000 in Notice and
Administration Expenses.

1 effect of various market forces influencing the trading prices of Beckman common
2 stock.

3 **IV. Statement of Attorneys' Fees and Litigation Expenses Sought**

4 Lead Counsel (as defined on page [] below) will apply to the Court for an
5 award of attorneys' fees from the Settlement Fund in an amount not to exceed 25%
6 of \$5,500,000, plus interest at the same rate as is earned by the Settlement Fund.
7 In addition, Lead Counsel also will apply for the reimbursement of litigation
8 expenses paid or incurred in connection with the prosecution and resolution of the
9 Action, in an amount not to exceed \$148,000, plus interest from the date of funding
10 at the same rate as earned by the Settlement Fund. Lead Counsel's overall request
11 for reimbursement of litigation expenses may include a request for an award to
12 Lead Plaintiff Arkansas Teacher Retirement System and Iron Workers District
13 Council of New England Pension Fund for reimbursement of its reasonable costs
14 and expenses directly related to its representation of the Class in an amount not to
15 exceed \$40,000. If the Court approves Lead Counsel's attorneys' fee application
16 in full, the average amount of fees and expenses will be approximately \$0.04 per
17 allegedly damaged share.

18 **V. Identification of Attorneys' Representatives**

19 Lead Plaintiff and the Class are being represented by Labaton Sucharow
20 LLP and Berger & Montague, P.C., the Court-appointed Lead Counsel. Any
21 questions regarding the Settlement should be directed to Christopher J. McDonald,
22 Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, Tel: 888-219-
23 6877, www.labaton.com, settlementquestions@labaton.com; or [individual],
24 Berger & Montague, P.C., 1622 Locust Street, Philadelphia, Pennsylvania 19103,
25 tel.: _____, www.bergermontague.com.

26 **VI. Reasons for the Settlement**

27 For Lead Plaintiff, the principal reason for the Settlement is the immediate
28 benefit of a substantial cash recovery for the Class. This benefit must be compared

1 to the risk that no recovery or a smaller recovery might be achieved if the Court
2 were to grant the Defendants' pending motion to dismiss the Consolidated Class
3 Action Complaint for Violations of Federal Securities Laws (the "Complaint"); or,
4 if Lead Plaintiff were to avoid dismissal of the Complaint, the further risk that no
5 recovery or a smaller recovery might be achieved after the completion of fact and
6 expert discovery, resolution of any summary judgment motions by the Defendants,
7 and/or the outcome of a contested trial and the resolution of appeals, possibly years
8 into the future. For the Defendants, who deny all allegations of liability and deny
9 that any Class Members were damaged, the principal reason for the Settlement is
10 to eliminate the burden, expense, uncertainty and risk of further litigation.

11 **BASIC INFORMATION**

12 **1. Why did I get this notice package?**

13 You or someone in your family may have purchased or otherwise acquired
14 Beckman common stock between July 31, 2009 and July 22, 2010, inclusive.

15 The Court directed that this Notice be sent to Class Members because they
16 have a right to know about the proposed Settlement of this class action lawsuit, and
17 about all of their options, before the Court decides whether to approve the
18 Settlement. If approved, the Settlement will end all of the Class's claims against
19 the Defendants. The Court will consider whether to approve the Settlement at a
20 Settlement Hearing on _____, 2011 at __:__.m. If the Court approves the
21 Settlement, and after any appeals are resolved and the Settlement administration is
22 completed, the claims administrator appointed by the Court will make the
23 payments that the Settlement allows.

24 The Court in charge of the case is the United States District Court for the
25 Central District of California, and the case is known as *In re Beckman Coulter, Inc.*
26 *Sec. Litig.*, 8:10-cv-1327-JST (RNBx) (C.D.Cal.). This case was assigned to
27 United States District Judge Josephine Staton Tucker. The persons who are suing
28

1 are called “plaintiffs” and the company and the persons being sued are called
2 “defendants.”

3 This package explains the Action, the Settlement, the Plan of Allocation,
4 your legal rights, what benefits are available, who is eligible for them, and how to
5 receive them.

6 2. What is this lawsuit about and what has happened so far?

7 Beckman is primarily engaged in the development, manufacture and sale of
8 biomedical testing equipment and tests. The Company operates globally and is
9 headquartered in California’s Orange County. The two Individual Defendants are
10 Beckman’s former CEO Scott Garrett and its former CFO Charlie Slacik. In June
11 2011, Beckman was acquired by Danaher Corporation.

12 Lead Plaintiff’s claims in the Action are made on behalf of all alleged Class
13 Members and are stated in the Complaint filed on February 7, 2011. In the
14 Complaint, Lead Plaintiff alleges that Beckman and the Individual Defendants
15 violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the
16 “Exchange Act”) by allegedly making material misstatements and omissions
17 regarding product quality, safety, Food and Drug Administration (“FDA”)
18 regulatory compliance, and the Company’s troponin test, as well as likely customer
19 retention, recurring revenue, business prospects, and earnings forecasts and
20 guidance during the alleged Class Period between July 31, 2009 and July 22, 2010.
21 Lead Plaintiff alleges that Defendants failed to make earlier disclosure of alleged
22 non-compliance with FDA pre-market notification requirements concerning
23 modifications made to the Company’s troponin tests, and failed to make earlier
24 disclosure of the effects of non-compliance on the Company’s operations,
25 products, and prospects.

26 Lead Plaintiff alleges that on March 22, 2010, May 14, 2010, and July 22,
27 2010, Defendants made corrective disclosures which negatively impacted
28

1 Beckman's common stock price. On March 22, 2010, the Company disclosed that
2 the FDA had taken the position that certain modifications to the troponin test kit
3 had been made without obtaining appropriate product clearance from the FDA
4 under Section 510(k) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §
5 360(k)). Beckman's common stock price declined the next day. Lead Plaintiff
6 alleges that on May 14, 2010, the Company disclosed that, based on information
7 provided by and discussions with the FDA, the Company expected to submit its
8 510(k) submissions for the troponin test kit on two of its testing platforms in the
9 first half of 2011. Beckman's common stock price declined the same day. Lead
10 Plaintiff alleges that on July 22, 2010, Beckman disclosed remediation plans and
11 efforts to improve product quality and regulatory compliance, disclosed that some
12 of the projects comprising the remediation plans and efforts would continue into
13 2011, and disclosed that because of the remediation plans and efforts, other
14 initiatives would be deferred until the issues requiring the remediation plans and
15 efforts were resolved.. Beckman's common stock price declined the following
16 day. Lead Plaintiff alleges that these disclosures reflected information that
17 Defendants allegedly knew or should have known and disclosed earlier during the
18 Class Period. Lead Plaintiff alleges that the Defendants knew or reckless
19 disregarded allegedly long-standing and systemic quality, safety, and compliance
20 problems made material misrepresentations and omissions regarding these alleged
21 problems and the likely impacts on the Company's recurring revenue and earnings.

22 On April 22, 2011, the Defendants filed a motion to dismiss the Complaint
23 for failure to state a claim under the Private Securities Litigation Reform Act.
24 Defendants have denied and continue to deny the claims and contentions alleged
25 by Lead Plaintiff in this Action. Defendants deny that any of them made any of the
26 alleged misrepresentations or omissions whatsoever, and assert that Beckman
27 truthfully disclosed to investors material information as it became known regarding
28 the toponin test, FDA challenges to regulatory compliance, and the Company's

1 performance with respect to customer retention, recurring revenue, earnings and
2 forecasts. Defendants deny any liability and maintain that they have meritorious
3 defenses to all claims that were raised or that could have been raised in the Action.

4 Procedurally, this Action began in September 2010 with the filing of two
5 proposed class actions against the Defendants. On December 8, 2010, the Court
6 issued an order consolidating these cases into the present Action and appointing
7 Arkansas Teacher Retirement System and Iron Workers District Counsel of New
8 England Pension Fund as Lead Plaintiff and Labaton Sucharow LLP and Berger &
9 Montague, P.C. as Lead Counsel for the putative Class.

10 Lead Plaintiff filed the Complaint on February 7, 2011. On April 22, 2011,
11 Defendants filed a Motion to Dismiss, which was pending before the Court at the
12 time of this Settlement.

13 On June 9, 2011, Lead Plaintiff and the Defendants (collectively, the
14 “Parties”) met with the Honorable Daniel Weinstein of JAMS for a lengthy
15 mediation session discussing a potential settlement of the Action. This Settlement
16 was reached at the conclusion of the negotiations on June 9, 2011, when the Parties
17 agreed to a settlement.

18 The Parties entered into the Stipulation and Agreement of Settlement (the
19 “Stipulation”) on ____, 2011. On _____, 2011, the Court preliminarily
20 approved the Settlement, authorized this Notice to be sent to potential Class
21 Members, and scheduled the Settlement Hearing to consider whether to grant final
22 approval to the Settlement.

23 **3. Why is this a class action?**

24 In a class action, one or more people called class representatives (in this case
25 the Lead Plaintiff on behalf of the Class) sue on behalf of people or entities, known
26 as “Class Members,” who have similar claims. A class action allows one court to
27 resolve in a single case many similar claims that, if brought separately by
28

1 individuals, might be economically so small that they would never be brought.
2 One court resolves the issues for all class members, except for those who exclude
3 themselves, or “opt out,” from the Class (see page ___ below).

4 **4. Why is there a settlement?**

5 The Court did not decide in favor of Lead Plaintiff or the Defendants.
6 Instead, both sides agreed to the Settlement. The Settlement permits both sides to
7 avoid the uncertainties and costs of further litigation and any future trial. Affected
8 investors will be eligible to get compensation immediately.

9 As explained below, Lead Plaintiff and their attorneys believe that the
10 Settlement is the best outcome for Class Members after conducting months of
11 investigation regarding the claims, defenses and underlying events and transactions
12 relating to the Action. This investigation included, among other things, reviewing
13 and analyzing: Beckman’s filings with the Securities and Exchange Commission
14 (the “SEC”); securities analysts’ reports; public statements by Defendants; media
15 reports relevant to the allegations in the Complaint; court records in other
16 contemporaneous actions involving Beckman; officer and director trading data;
17 documents obtained from the United States Food and Drug Administration
18 (“FDA”) pursuant to requests made under the Freedom of Information Act; recall
19 notices of Beckman’s products dating back to January 2006; adverse event reports
20 shown in the FDA’s Manufacturer and User Facility Device Experience database,
21 and; product and other information available on Beckman’s website,
22 www.beckmancoulter.com.

23 Lead Counsel also represent that they located and contacted more than 140
24 former employees of Beckman and conducted interviews of more than 60 of these
25 former employees. Lead Counsel consulted with experts with extensive experience
26 with the FDA or within the relevant biomedical device and testing industries, FDA
27 site and plant inspections, good manufacturing practices, quality control, health
28

1 and safety requirements, and pre-market notification requirements pursuant to
2 Section 510(k) of the Federal Food, Drug, and Cosmetic Act, as well as damages
3 experts. Further, Lead Counsel and Lead Plaintiff participated in arm's-length
4 negotiations and a mediation before an experienced mediator before entering into
5 the Settlement. In light of the investigation, and taking into account the mediation
6 and Defendants' positions adverse to the alleged claims, Lead Plaintiff and their
7 attorneys believe that the Settlement is the best outcome for Class Members

8
9 **WHO IS IN THE SETTLEMENT**

10 **5. How do I know if I am part of the Settlement?**

11 The Court determined, for the purposes of the Settlement only, that everyone
12 who fits the following description, and is not excluded by definition from the Class
13 (see Question [6] below), is a member of the Class, or a "Class Member," unless
14 they take steps to exclude themselves:

15 any person or entity who purchased or otherwise
16 acquired Beckman common stock between July 31, 2009
and July 22, 2010, inclusive, and who was allegedly
damaged thereby.

17 Receipt of this Notice does not mean that you are a Class Member. Please check
18 your records or contact your broker to see if you purchased or otherwise acquired
19 Beckman common stock during the Class Period as described above.

20 **6. Are there exceptions to being included in the Class?**

21 There are some people who are excluded from the Class by definition.
22 Excluded from the Class are the Defendants; any officer or director of Beckman
23 during the Class Period; members of the immediate families of each of the
24 foregoing and their legal representatives, heirs, successors or assigns; and any
25 entity in which any Defendant has or had (during the Class Period) a controlling
26 interest.
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28

1 Also excluded from the Class are any proposed Class Members who
2 properly exclude themselves by filing a valid and timely request for exclusion in
3 accordance with the requirements set forth in this Notice. If you do not want to be
4 a Class Member - for example if you want to continue with or bring your own
5 lawsuit against the Defendants at your own expense for the claims that are being
6 released as part of the Settlement - **you must** exclude yourself by submitting a
7 request for exclusion in accordance with the requirements explained in Question
8 [13] below.

9 **7. What if I am still not sure if I am included?**

10 If you are still not sure whether you are included, you can ask for free help
11 by writing to or calling the Claims Administrator: *In re Beckman Coulter, Inc. Sec.*
12 *Litig.*, Claims Administrator, c/o [____], [address], 800-[____],
13 www.[____].com. Or you can fill out and return the Proof of Claim and Release
14 form (“Proof of Claim”) described in Question [10], to see if you qualify.

15 **THE SETTLEMENT BENEFITS—WHAT YOU MAY RECEIVE**

16
17 **8. What does the Settlement provide?**

18 In the Settlement, Beckman has agreed to pay (or cause its insurance carriers
19 to pay) \$5,000,000 in cash, which will be deposited in an interest-bearing escrow
20 account (the “Settlement Fund”), and further agreed to pay the actual and
21 reasonable expenses of notice and administration of the Settlement not to exceed a
22 total cumulative cap of \$500,000. Notice and Administration Expenses greater
23 than this amount, if any, will be paid from the Settlement Fund. The Settlement
24 Fund will be divided, after deduction of Taxes, Court-awarded attorneys’ fees and
25 expenses, and additional Notice and Administration Expenses, among all Class
26 Members who timely submit valid Proofs of Claim that are approved for payment
27 by the Court (“Authorized Claimants”).
28

1 **9. How much will my payment be?**

2 The Plan of Allocation, discussed on pages [_____] below, explains how
3 claimants' "Recognized Losses" will be calculated. Your share of the Net
4 Settlement Fund will depend on several things, including: (i) the number of shares
5 of Beckman common stock that you bought; (ii) how much you paid for the
6 common stock; (iii) when you bought shares; (iv) whether or when you sold shares
7 (and, if so, for how much you sold them); and (v) the amount of Recognized
8 Losses of other Authorized Claimants.

9 It is unlikely that you will get a payment for your entire Recognized Loss,
10 given the number of potential Class Members. After all Class Members have sent
11 in their Proofs of Claim, the payment any Authorized Claimant will get will be
12 their *pro rata* share of the Net Settlement Fund. An Authorized Claimant's share
13 will be his, her or its Recognized Loss divided by the total of all Authorized
14 Claimants' Recognized Losses and then multiplied by the total amount in the Net
15 Settlement Fund. See the Plan of Allocation beginning on page [_____] for more
16 information.

17 Once all the Proofs of Claim are processed and claims are calculated, Lead
18 Counsel, without further notice to the Class, will apply to the Court for an order
19 authorizing distribution of the Net Settlement Fund to the Authorized Claimants.
20 Lead Counsel will also ask the Court to approve payment of the Claims
21 Administrator's fees and expenses incurred in connection with administering the
22 Settlement that have not already been reimbursed.

23 **HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM**

24 **10. How can I get a payment?**

25 To qualify for a payment, you must timely send in a valid Proof of Claim
26 with supporting documents (DO NOT SEND ORIGINALS of your supporting
27 documents). A Proof of Claim is enclosed with this Notice. You may also get
28

1 copies of the Proof of Claim on the Internet at the websites for the Claims
2 Administrator: www.[] .com, or Lead Counsel: www.labaton.com. Please read
3 the instructions carefully, fill out the Proof of Claim, include all the documents the
4 form asks for, sign it, and mail it to the Claims Administrator by First-Class Mail,
5 **postmarked on or before _____, 2011.** *The Claims Administrator needs all*
6 *of the information requested in the Proof of Claim in order to determine if you are*
7 *eligible to receive a distribution from the Net Settlement Fund.*

8 **11. When will I get my payment?**

9 The Court will hold a hearing on _____, 2011 at __: __ .m., to
10 decide whether to, among other things, approve the Settlement and the proposed
11 Plan of Allocation. All Proofs of Claim must be submitted to the Claims
12 Administrator, **postmarked on or before _____, 2011.** If the Court
13 approves the Settlement, there may still be appeals which would delay payment,
14 perhaps for more than a year. It also takes time for all the Proofs of Claim to be
15 processed. Please be patient.

16 **12. What am I giving up by staying in the Class?**

17 Unless you exclude yourself, you will stay in the Class, which means that as
18 of the date that the Settlement becomes effective under the terms of the Stipulation
19 (the “Effective Date”), you will forever give up and release all “Released Claims”
20 (as defined below) against the “Released Defendant Parties” (as defined below).
21 You will not in the future be able to bring a case asserting any Released Claim
22 against the Released Defendant Parties.

23 “Released Claims” means all claims, rights and causes of action, duties,
24 obligations, demands, actions, debts, sums of money, suits, contracts, agreements,
25 promises, damages, and liabilities of every nature and description, whether known
26 or Unknown (as defined below), whether arising under federal, state, common or
27 administrative law, or any other law, that Lead Plaintiff or any other Class
28

1 Member: (i) have asserted in the Action, including in the Complaint; or (ii) could
2 have asserted in any forum, that arise out of the allegations, transactions, facts,
3 events, occurrences, acts, disclosures, statements, representations or omissions or
4 failures to act involved, set forth, or referred to in the Complaint filed in the
5 Action, and that relate to the purchase or acquisition during the Class Period of
6 Beckman common stock. Released Claims do not include claims: (i) to enforce the
7 Settlement; (ii) to enforce confidentiality agreements and obligations concerning
8 information provided in connection with the settlement of the Action; and (iii)
9 asserted derivatively or directly in the action *In re Beckman Coulter, Inc.*
10 *Shareholders Litig.*, Lead Case No. 30-2010-0040632 pending in the Superior
11 Court of the State of California, County of Orange.

12 “Released Defendants’ Claims” means all claims, rights and causes of
13 action, duties, obligations, demands, actions, debts, sums of money, suits,
14 contracts, agreements, promises, damages, and liabilities of every nature and
15 description, whether known or Unknown, whether arising under federal, state,
16 common or administrative law, or any other law, that the Defendants or any other
17 Released Defendant Party asserted, or could have asserted, against any of the
18 Released Plaintiff Parties that arise out of or relate in any way to the
19 commencement, prosecution, settlement or resolution of the Action or the claims
20 against the Released Defendant Parties. “Released Defendants’ Claims” do not
21 include claims: (i) to enforce the Settlement; (ii) to enforce confidentiality
22 agreements and obligations concerning information provided in connection with
23 the settlement of the Action; and (iii) that arise out of or relate in any way to the
24 commencement, prosecution, settlement or resolution of claims asserted
25 derivatively or directly in the action *In re Beckman Coulter, Inc. Shareholders*
26 *Litig.*, Lead Case No. 30-2010-0040632 pending in the Superior Court of the State
27 of California, County of Orange.
28

1 “Released Defendant Parties” means the Defendants and their present or
2 former trustees, officers, directors, principals, employees, agents, partners,
3 insurers, auditors, heirs, executors, administrators, attorneys, accountants, financial
4 advisors, representatives, predecessors, successors or assigns, parents, subsidiaries,
5 divisions, affiliates, associates, joint ventures, general or limited partners or
6 partnerships, limited liability companies and any trust of which any Individual
7 Defendant is the settlor or which is for the benefit of their immediate family
8 members.

9 “Unknown Claims” means any and all Released Claims, which the Lead
10 Plaintiff or any other Class Member does not know or suspect to exist in his, her or
11 its favor at the time of the release of the Released Defendant Parties, and any
12 Released Defendants’ Claims that the Defendants or any other Released Defendant
13 Party does not know or suspect to exist in his, her or its favor at the time of the
14 release of the Released Plaintiff Parties, which if known by him, her or it might
15 have affected his, her or its decision(s) with respect to the Settlement. With
16 respect to any and all Released Claims and Released Defendants’ Claims, the
17 Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and the
18 Defendants shall expressly, and each other Class Member and each other Released
19 Defendant Party shall be deemed to have, and by operation of the Judgment or
20 Alternative Judgment shall have, expressly waived and relinquished any and all
21 provisions, rights and benefits conferred by any law of any state or territory of the
22 United States, or principle of common law, which is similar, comparable, or
23 equivalent to Cal. Civ. Code § 1542, which provides:

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

28 Lead Plaintiff, the other Class Members, the Defendants or the other
Released Defendant Parties may hereafter discover facts in addition to or different

1 from those which he, she, or it now knows or believes to be true with respect to the
2 subject matter of the Released Claims and the Released Defendants' Claims, but
3 Lead Plaintiff and the Defendants shall expressly, fully, finally and forever settle
4 and release, and each other Class Member and each other Released Defendant
5 Party shall be deemed to have settled and released, and upon the Effective Date
6 and by operation of the Judgment or Alternative Judgment shall have settled and
7 released, fully, finally, and forever, any and all Released Claims and Released
8 Defendants' Claims as applicable, without regard to the subsequent discovery or
9 existence of such different or additional facts. Lead Plaintiff and the Defendants
10 acknowledge, and other Class Members and each other Released Defendant Party
11 by operation of law shall be deemed to have acknowledged, that the inclusion of
12 "Unknown Claims" in the definition of Released Claims and Released Defendants'
13 Claims was separately bargained for and was a key element of the Settlement.

14 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

15 If you want to keep any right you may have to sue or continue to sue the
16 Released Defendant Parties on your own about the Released Claims, then you must
17 take steps to exclude yourself from the Class. Excluding yourself is known as
18 "opting out" of the Class. The Defendants may withdraw from and terminate the
19 Settlement if potential Class Members who purchased in excess of a certain
20 amount of Beckman common stock opt out from the Class.

21 13. How do I "opt out" (exclude myself) from the proposed Settlement?

22 To "opt out" (exclude yourself) from the Class, you must deliver or mail a
23 signed letter by First-Class Mail stating that you "request exclusion from the Class
24 in *In re Beckman Coulter, Inc. Sec. Litig.*, 8:10-cv-1327-JST (RNBx) (C.D.Cal.)."
25 Your letter **must** state the date(s), price(s) and number of shares of all your
26 purchases, acquisitions and sales of Beckman common stock during the Class
27 Period. This information is needed to determine whether you are a Class Member.
28

1 In addition, you must include your name, address, telephone number, and your
2 signature. You must submit your request for exclusion addressed to *In re Beckman*
3 *Coulter, Inc. Sec. Litig.*, - EXCLUSIONS, c/o [name of Claims Administrator],
4 [address]. The request for exclusion must be **delivered or postmarked on or**
5 **before _____, 2011. You cannot exclude yourself or opt out by**
6 **telephone or by email.** Your request for exclusion must comply with these
7 requirements in order to be valid. If you are excluded, you will not be eligible to
8 get any payment from the Settlement proceeds and you cannot object to the
9 Settlement, the proposed Plan of Allocation or the application for attorneys' fees
10 and reimbursement of expenses.

11 14. If I do not exclude myself, can I sue the Defendants and the other Released
12 Defendant Parties for the same thing later?

13 No. Unless you exclude yourself, you give up any rights to sue the
14 Defendants and the other Released Defendant Parties for all Released Claims. If
15 you have a pending lawsuit, speak to your lawyer in that case **immediately**. You
16 must exclude yourself from *this* Class to continue your own lawsuit. Remember,
17 the exclusion deadline is _____, 2011.

18 15. If I exclude myself, can I get money from the proposed Settlement?

19 No. If you exclude yourself, do not send in a Proof of Claim to ask for any
20 money. But you may exercise any right you may have to sue, continue to sue or be
21 part of a different lawsuit against the Defendants and the other Released Defendant
22 Parties.

23 **THE LAWYERS REPRESENTING YOU**

24 16. Do I have a lawyer in this case?

25 The law firms of Labaton Sucharow and Berger & Montague, P.C. were
26 appointed to represent all Class Members. These lawyers are called Lead Counsel.
27 You will not be separately charged for these lawyers. The Court will determine the
28

1 amount of Lead Counsel’s fees and expenses. Any fees and expenses awarded by
2 the Court will be paid from the Settlement Fund. If you want to be represented by
3 your own lawyer, you may hire one at your own expense.

4 **17. How will the lawyers be paid?**

5 Lead Counsel has not received any payment for their services in pursuing
6 the claims against the Defendants on behalf of the Class, nor have they been
7 reimbursed for their litigation expenses. At the Settlement Hearing described
8 below, or at such other time as the Court may order, Lead Counsel will ask the
9 Court to award them, from the Settlement Fund, attorneys’ fees of no more than
10 25% of \$5,500,000, plus interest at the same rate as is earned by the Settlement
11 Fund, and to reimburse them for their litigation expenses, such as the cost of
12 experts, that they have incurred in pursuing the Action. The request for
13 reimbursement of expenses will not exceed \$148,000, plus interest on the expenses
14 from the date of funding at the same rate as may be earned by the Settlement Fund.
15 Lead Counsel’s overall request for reimbursement of litigation expenses may
16 include a request for an award to Lead Plaintiff for reimbursement of its reasonable
17 costs and expenses, in an amount that will not exceed \$40,000, directly related to
18 their representation of the Class, pursuant to the Private Securities Litigation
19 Reform Act of 1995.

20
21 **OBJECTING TO THE SETTLEMENT**

22 **18. How do I tell the Court that I do not like something about the proposed**
23 **Settlement?**

24 If you are a Class Member and do not “opt out,” you can object to any part
25 of the Settlement, the proposed Plan of Allocation, and/or the application by Lead
26 Counsel for attorneys’ fees and reimbursement of expenses. You must write to the
27
28

1 Court setting out your objection, giving reasons why you think the Court should
2 not approve any part or all of the Settlement.

3 To object, you must send a signed letter stating that you object to the
4 proposed Settlement in the case known as “*In re Beckman Coulter, Inc. Sec. Litig.*,
5 8:10-cv-1327-JST (RNBx) (C.D.Cal.)” You must include your name, address,
6 telephone number and your signature; identify the date(s), price(s) and number of
7 shares of all purchases, acquisitions and sales of Beckman common stock during
8 the Class Period; and state the reasons why you object to the Settlement. This
9 information is needed to demonstrate your membership in the Class.

10 Unless otherwise ordered by the Court, any Class Member who does not
11 object in the manner described in this Notice will be deemed to have waived any
12 objection and will not be able to make any objection to the Settlement, the
13 proposed Plan of Allocation, and/or the application for attorneys’ fees and
14 reimbursement of expenses in the future.

15 Your objection must be filed with the United States District Court for the
16 Central District of California by hand or by mail such that it is **received or**
17 **postmarked on or before _____, 2011** at the address set forth below. You
18 must also serve the papers on Lead Counsel and Defendants’ Counsel at the
19 addresses set forth below so that the papers are **received or postmarked on or**
20 **before _____, 2011.**

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COURT:

CLERK OF THE COURT
United States District Court for the
Central District of California
Santa Ana Courthouse
411 West Fourth Street
Santa Ana, CA 92701

LEAD COUNSEL:

LABATON SUCHAROW LLP
Christopher J. McDonald, Esq.
140 Broadway
New York, New York 10005

COUNSEL FOR DEFENDANTS:

LATHAM & WATKINS LLP
Pamela Palmer, Esq.
650 Town Center Drive, Suite 2000
Costa Mesa, California 92626

19. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the proposed Settlement. You can still recover from the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S SETTLEMENT HEARING

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

The Court will hold a Settlement Hearing at _____.m. on _____, 2011, in Courtroom 10A of the United States District Court for the Central District of California, Santa Ana Courthouse, 411 West Fourth Street, Santa Ana, CA 92701. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the applications for attorneys’ fees and reimbursement of expenses. The Court will take into consideration any written objections filed in accordance with the instructions set out above in the answer to

1 Question [18]. We do not know how long it will take the Court to make these
2 decisions.

3 You should also be aware that the Court may change the date and time of the
4 Settlement Hearing without another notice being sent to Class Members. If you
5 want to come to the hearing, you should check with Lead Counsel before coming
6 to be sure that the date and/or time has not changed.

7 21. Do I have to come to the hearing?

8 No. Lead Counsel will answer any questions the Court may have. But, you
9 are welcome to come at your own expense. If you validly submit an objection, it
10 will be considered by the Court. You do not have to come to Court to talk about it.

11 22. May I speak at the hearing and submit additional evidence?

12 If you file an objection, you may ask the Court for permission to speak at the
13 Settlement Hearing. To do so, you must include with your objection (*see* Question
14 18 above) a statement that it is your “notice of intention to appear in *In re*
15 *Beckman Coulter, Inc. Sec. Litig.*, 8:10-cv-1327-JST (RNBx) (C.D.Cal.)” Persons
16 who object and want to present evidence at the Settlement Hearing must also
17 include in their written objection the identity of any witness they may call to testify
18 and exhibits they intend to introduce at the Settlement Hearing. You cannot speak
19 at the hearing if you excluded yourself from the Class or if you have not provided
20 written notice of your intention to speak at the Settlement Hearing according to the
21 procedures described above and in the answer to Question 18.

22
23 **IF YOU DO NOTHING**

24
25 23. What happens if I do nothing at all?

26 If you do nothing, you will receive no money from this Settlement and you
27 will not be able to start a lawsuit, continue with a lawsuit, or be part of any other
28 lawsuit against the Defendants and the Released Defendant Parties about the

1 Released Claims in this case. To be eligible to share in the Net Settlement Fund
2 you must submit a Proof of Claim (*see* Question 10). To start, continue or be a
3 part of any *other* lawsuit against the Defendants and the other Released Defendant
4 Parties about the Released Claims in this case you must exclude yourself from this
5 Class (*see* Question 13).

6 **GETTING MORE INFORMATION**
7

8 24. Are there more details about the proposed Settlement and the lawsuit?

9 This Notice summarizes the proposed Settlement. More details are in the
10 Stipulation and Agreement of Settlement, dated as of __, 2011 (the “Stipulation”).
11 You may review the Stipulation filed with the Court and all documents filed in the
12 Action during business hours at the Office of the Clerk of the United States District
13 Court for the Central District of California, Santa Ana Courthouse, 411 West
14 Fourth Street, Santa Ana, CA 92701.

15 You also can call the Claims Administrator toll free at 800-[]; call Lead
16 Counsel: Labaton Sucharow at 888-219-6877; write to *In re Beckman Coulter, Inc.*
17 *Sec. Litig.*, 8:10-cv-1327-JST (RNBx) (C.D.Cal.), c/o [], []; or visit the
18 websites www.[] .com and www.labaton.com, where you can download copies
19 of this Notice and the Proof of Claim. **Please Do Not Call the Court or Beckman**
20 **With Questions About the Settlement.**
21

22 **PLAN OF ALLOCATION OF NET SETTLEMENT FUND**
23 **AMONG CLASS MEMBERS**

24 **I. GENERAL PROVISIONS**

25 The Net Settlement Fund shall be distributed to each Class Member who
26 timely submits a valid Proof of Claim to the Claims Administrator that is accepted
27 for payment by the Court (“Authorized Claimant”). The Net Settlement Fund will
28 not be distributed to Authorized Claimants until the Court has approved the

1 Settlement and a plan of allocation, and the time for any petition for rehearing,
2 appeal or review, whether by *certiorari* or otherwise, of the order(s) approving the
3 Settlement and the plan of allocation has expired. The Defendants are not entitled
4 to get back any portion of the Settlement Fund once the Effective Date of the
5 Settlement has occurred.

6 The Plan of Allocation set forth herein is the plan that is being proposed by
7 Lead Plaintiff and Lead Counsel to the Court for approval. The Court may
8 approve this plan as proposed or it may modify the Plan of Allocation without
9 further notice to the Class. Any orders regarding a modification of the Plan of
10 Allocation will be posted on the settlement website, www.[____].

11 Payment pursuant to the Plan of Allocation approved by the Court shall be
12 conclusive against all Authorized Claimants. No person shall have any claim
13 against Lead Plaintiff, Lead Counsel, the Claims Administrator, or any other agent
14 designated by Lead Counsel, arising from distributions made substantially in
15 accordance with the Stipulation, the Plan of Allocation, or further orders of the
16 Court. Lead Plaintiff, the Defendants, their respective counsel, Lead Plaintiff's
17 consulting damages expert, and all other Released Parties shall have no
18 responsibility or liability whatsoever for the investment or distribution of the
19 Settlement Fund consistent with the terms of the Stipulation, the Plan of
20 Allocation, or the determination, administration, calculation, or payment of any
21 Proof of Claim or nonperformance of the Claims Administrator, the payment or
22 withholding of taxes owed by the Settlement Fund, or any losses incurred in
23 connection therewith.

24 A "Recognized Loss" will be calculated for each purchase or other
25 acquisition of Beckman common stock during the Class Period that are listed in the
26 Proof of Claim, and for which adequate documentation is provided. The
27 calculation of Recognized Loss will depend upon several factors, including when
28 the shares were purchased or otherwise acquired and when they were sold.

1 The Recognized Loss formulas set forth below are not intended to be an
2 estimate of the amount that a Class Member might have been able to recover after
3 a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants
4 pursuant to the Settlement. The Recognized Loss formulas are the basis upon
5 which the Net Settlement Fund will be proportionately allocated to Authorized
6 Claimants.

7 The objective of the Plan of Allocation is to equitably distribute the
8 settlement proceeds to those Class Members who suffered economic losses as a
9 result of the alleged misrepresentations and omissions of the Defendants during the
10 Class Period. Under the federal securities laws, persons who purchased Beckman
11 common stock may recover, in general, only for losses proximately caused by
12 disclosures correcting Defendants' prior misleading statements, and may not
13 recover for any price declines caused by general market factors or by disclosures of
14 other negative information not alleged to have corrected prior misstatements.
15 Similarly, persons who both purchased and sold Beckman common stock prior to a
16 corrective disclosure or between corrective disclosures may not have recoverable
17 damages resulting from those transactions. Recognized Loss amounts are based on
18 the level of alleged artificial inflation in the price of Beckman common stock at the
19 time of purchase or other acquisition. The Plan of Allocation reflects the
20 determination of potentially recoverable losses based on Lead Counsel and Lead
21 Plaintiff's consulting damages expert's analysis. This analysis included a review
22 of publicly available information regarding Beckman and statistical analyses of the
23 price movements of Beckman common stock.

24 Based on Beckman's public disclosures during the Class Period and an
25 analysis of the associated movement in Beckman's common stock price, Lead
26 Counsel has identified three allegedly corrective disclosure dates (the "Disclosure
27 Dates") for which Lead Plaintiff contends the disclosure of previously
28

1 misrepresented and omitted facts caused statistically significant price movement.

2 The Disclosure Dates are as follows:

3 (a) March 22, 2010: After the market closed on March 22, 2010,
4 Beckman announced that the FDA indicated that it believed that Beckman had
5 made certain modifications to its troponin test kits without obtaining appropriate
6 product clearances from the FDA; that further FDA restrictions on the use of
7 troponin DxI test kits were expected; that the Company was evaluating its internal
8 processes and procedures regarding product quality and regulatory systems; and
9 that more of its products (in addition to the troponin test kits) could be affected and
10 that the actions required could adversely affect operating results. Counsel for Lead
11 Plaintiff has determined that in reaction to these disclosures, the price of
12 Beckman's common stock declined by \$4.88 per share on March 23, 2010.

13 (b) May 14, 2010: On May 14, 2010, Beckman announced that the
14 FDA had given guidance on the requirements for FDA clearance of Beckman's
15 troponin test kits, which included conducting a clinical trial whose results would
16 not be available until the first half of 2011. Counsel for Lead Plaintiff has
17 determined that \$1.37 of the decline in the price per share of Beckman's common
18 stock on that day can be attributed to a reaction to these disclosures.

19 (c) July 22, 2010: After the market closed on July 22, 2010, Beckman
20 announced both its results for the second quarter of 2010 and reduced its guidance
21 for earnings in the second half of 2010 due to several factors, including additional
22 expenses for the Beckman's remediation plans for its compliance and quality
23 challenges, as well as reduced earnings in several divisions unrelated to its
24 troponin test kits. Counsel for Lead Plaintiff has determined that \$8.45 of the
25 decline in the price per share of Beckman's common stock on July 23, 2010 can be
26 attributed to a reaction to these disclosures.

27
28 **II. RECOGNIZED LOSS FORMULAS**

1 **1. For All Shares of Beckman Common Stock Purchased or Acquired**
2 **During the July 31, 2009 through July 22, 2010 Class Period:**

3 (a) To the extent a claimant had a market gain from his, her, or its overall
4 transactions in Beckman common stock during the Class Period, including any
5 market gains made on shares purchased in the Class Period that were sold after the
6 Class Period or held past February 4, 2011 (the date prior to the announcement that
7 Danaher Corporation offered to acquire Beckman for \$83.50 per Beckman share),
8 the value of the claim will be zero. Such claimants will, in any event, be bound by
9 the Settlement. To the extent that a claimant suffered an overall market loss on his,
10 her, or its overall transactions in Beckman common stock during the Class Period,
11 but that market loss was less than the total Recognized Losses as calculated in
12 paragraphs (b) through (d) and in sections 2 through 4 below, then the Claimant's
13 Recognized Losses will be limited to the amount of the actual market loss.

14 (b) If such shares were sold at a gain at anytime during the period from
15 July 31, 2009 through February 4, 2011, the "Recognized Loss" is zero.(c) If
16 such shares were held unsold after the close of trading on February 4, 2011, the
17 "Recognized Loss" is zero.

18 (d) If such shares were sold at a loss during the July 31, 2009 through
19 July 22, 2010 Class Period or thereafter, see sections 2 through 4 below.

20 **2. For Any Shares of Beckman Common Stock Purchased or Acquired on**
21 **or After July 31, 2009 through and including March 22, 2010 and Sold**
22 **at a Loss:**

23 (a) If such shares were sold at a loss on or before March 22, 2010, the
24 "Recognized Loss" is zero. This determination was made because the sale
25 occurred before any allegedly corrective disclosure was made. Thus, any losses
26 were not related to the alleged misrepresentations or omissions and are not
27 compensable through this Action for violation of the securities laws.
28

1 (b) If such shares were sold at a loss on or after March 23, 2010 through
2 and including May 13, 2010, the “Recognized Loss” is the lesser of: (i) the
3 purchase price minus the sales price; (ii) \$4.88; or (iii) the purchase price minus
4 \$64.22 (the closing price on March 23, 2010).

5 (c) If such shares were sold at a loss on or after May 14, 2010 through
6 and including July 22, 2010, the “Recognized Loss” is the lesser of: (i) the
7 purchase price minus the sales price; (ii) \$6.25; or (iii) the purchase price minus
8 \$59.72 (the closing price on May 13, 2010, less the \$1.37 portion of the decline on
9 May 14, 2010 recognized in this Plan of Allocation).

10 (d) If such shares were sold at a loss on or after July 23, 2010 through and
11 including February 4, 2011, the “Recognized Loss” is the lesser of: (i) the purchase
12 price minus the sales price; (ii) \$14.70; or (iii) the purchase price minus \$51.45
13 (the closing price on July 22, 2010, less the \$8.45 portion of the decline on July 23,
14 2010 recognized in this Plan of Allocation).

15 **3. For Any Shares of Beckman Common Stock Purchased or Acquired on**
16 **or After March 23, 2010 through and Including May 13, 2010 and Sold**
17 **at a Loss:**

18 (a) If such shares were sold at a loss on or before May 13, 2010, the
19 “Recognized Loss” is zero. This determination was made because the sale
20 occurred before any allegedly corrective disclosure was made. Thus, any losses
21 were not related to the alleged misrepresentations or omissions and are not
22 compensable through this Action for violation of the securities laws.

23 (b) If such shares were sold at a loss on or after May 14, 2010 through
24 and including July 22, 2010, the “Recognized Loss” is the lesser of: (i) the
25 purchase price minus the sales price; (ii) \$1.37; or (iii) the purchase price minus
26 \$59.72 (the closing price on May 13, 2010, less the \$1.37 portion of the decline on
27 May 14, 2010 recognized in this Plan of Allocation).

1 (c) If such shares were sold at a loss on or after July 23, 2010 through and
2 including February 4, 2011, the “Recognized Loss” is the lesser of: (i) the purchase
3 price minus the sales price; (ii) \$9.82; or (iii) the purchase price minus \$51.45 (the
4 closing price on July 22, 2010, less the \$8.45 portion of the decline on July 23,
5 2010 recognized in this Plan of Allocation).

6 **4. For Any Shares of Beckman Common Stock Purchased on or after May**
7 **14, 2010 through and including July 22, 2010 and Sold at a Loss:**

8 (a) If such shares were sold at a loss on or before July 22, 2010, the
9 “Recognized Loss” is zero. This determination was made because the sale
10 occurred before any allegedly corrective disclosure was made. Thus, any losses
11 were not related to the alleged misrepresentations or omissions and are not
12 compensable through this Action for violation of the securities laws.

13 (b) If such shares were sold at a loss on or after July 23, 2010 through and
14 including February 4, 2011, the “Recognized Loss” is the lesser of: (i) the purchase
15 price minus the sales price; (ii) \$8.45; or (iii) the purchase price minus \$51.45 (the
16 closing price on July 22, 2010, less the \$8.45 portion of the decline on July 23,
17 2010 recognized in this Plan of Allocation).

18
19 **III. ADDITIONAL PROVISIONS**

20 In order to determine the existence and amount of a potential loss on the
21 purchase or acquisition of Beckman common stock during the Class Period, the
22 following procedures will be used.

23 In processing claims, first-in, first-out (“FIFO”) accounting will be applied
24 to holdings at the beginning of the Class Period and any purchases and sales during
25 the relevant period. For example, FIFO will be used to match the first shares of
26 Beckman common stock sold against any shares held as of July 30, 2009 (the day
27 prior to the start of the Class Period), and then against additional
28

1 purchases/acquisitions in chronological order, beginning with the earliest
2 purchase/acquisition made during the Class Period. Sales matched to Beckman
3 common stock held at the beginning of the Class Period will be excluded from the
4 calculation of Recognized Loss.

5 Purchases or acquisitions and sales of Beckman securities will be deemed to
6 have occurred on the “contract” or “trade” date as opposed to the “settlement” or
7 “payment” date. The amount paid or received for Beckman common stock shall
8 exclude all commissions, taxes and fees.

9 The receipt or grant by gift, inheritance or operation of law of Beckman
10 common stock during the Class Period will not be deemed a purchase, acquisition
11 or sale of these securities for the calculation of an Authorized Claimant’s
12 Recognized Loss Amount for these securities nor will the receipt or grant be
13 deemed an assignment of any claim relating to the purchase/acquisition of such
14 securities unless: (i) the donor or decedent purchased or otherwise acquired such
15 shares of Beckman common stock during the Class Period; (ii) no Proof of Claim
16 was submitted by or on behalf of the donor, on behalf of the decedent, or by
17 anyone else with respect to such securities; and (iii) the assignment is specifically
18 provided for in the instrument of gift or assignment.

19 The restrictions on computing Recognized Losses set out in the three bullet
20 points below apply to all claims. As a practical matter, however, they apply
21 primarily to certain transactions engaged in by sophisticated traders, employees of
22 Beckman or certain corporate or institutional claimants:

- 23
- 24 ● “Short” sales will not be recognized for any amount of loss on the
25 “cover” or purchase transaction, and no Recognized Loss will be computed
26 for any such covering purchase transaction.
- 27 ● Option contracts are not securities eligible to participate in the
28 Settlement. As a result:

1 o With respect to shares of Beckman common stock
2 purchased, acquired or sold through the exercise of or assignment of
3 an option, the purchase/acquisition/sale date is the date of the exercise
4 of or assignment of the option and the purchase/acquisition/sale price
5 of the Beckman common shares is the exercise price or strike price of
6 the option.

7 o Similarly, for Class Members who acquired publicly
8 traded Beckman common stock by exercising employee stock options
9 granted by Beckman, the purchase/acquisition date will be the date of
10 exercise of the option, and the purchase/acquisition price will be the
11 exercise price that the Class Member actually paid for the shares.

- 12 ● If the shares of Beckman common stock that were purchased or
13 acquired were not publicly-registered shares or were restricted from trading,
14 the Recognized Loss is zero.

15 Shares of the common stock of Beckman, Inc. “transferred into,” “delivered
16 into” or “received into” the claimant’s account, will not be considered a purchase
17 or acquisition of shares unless the claimant submits documentation demonstrating
18 that the original purchase or acquisition of these shares occurred during the Class
19 Period. Also, shares purchased or acquired and subsequently “transferred out” of
20 the claimant’s account will not be considered part of the claimant’s claim, as the
21 right to file for those shares belongs to the person or party receiving the shares.

22
23 Each Authorized Claimant will recover his, her, or its *pro rata* share of the
24 Net Settlement Fund. If the prorated claim calculates to less than \$10.00, it will be
25 removed from the calculation and it will not be paid.

26 Distributions will be made to Authorized Claimants after all claims have
27 been processed and after the Court has finally approved the Settlement. Following
28 an initial distribution of the Net Settlement Fund, if Lead Counsel, in consultation

1 with the Claims Administrator, determines that it is cost-effective to do so, the
2 Claims Administrator will conduct a redistribution of any funds remaining in the
3 Net Settlement Fund by reason of returned or uncashed checks or otherwise, to
4 Authorized Claimants who have cashed their initial distribution checks, after
5 payment from the Net Settlement Fund of any unpaid Taxes and costs or fees
6 incurred in administering the funds, including for such redistribution. Additional
7 redistributions may occur thereafter to Authorized Claimants if Lead Counsel, in
8 consultation with the Claims Administrator, determines that additional
9 redistribution is cost-effective. If it is determined that the redistribution of funds
10 remaining in the Net Settlement Fund is not cost-effective, the remaining balance
11 of the Net Settlement Fund will be contributed to a non-sectarian, not-for-profit
12 organization.

13 Each Claimant is deemed to have submitted to the jurisdiction of the United
14 States District Court for the Central District of California with respect to his, her or
15 its Proof of Claim.

16 You can call the Claims Administrator toll-free at 1-800-xxx-xxxx to find
17 answers to common questions about the Plan of Allocation.

18
19 **SPECIAL NOTICE TO SECURITIES BROKERS**
20 **AND OTHER NOMINEES**

21 If you purchased or otherwise acquired Beckman common stock during the
22 Class Period for the beneficial interest of a person or organization other than
23 yourself, the Court has directed that, WITHIN SEVEN (7) CALENDAR DAYS
24 OF YOUR RECEIPT OF THIS NOTICE, you either: (a) provide to the Claims
25 Administrator the name and last known address of each person or organization for
26 whom or which you purchased or otherwise acquired Beckman common stock
27 during such time period (preferably in an MS Excel data table, setting forth
28 (i) title/registration, (ii) street address, (iii) city/state/zip; or electronically in MS

1 Word or WordPerfect files; or on computer-generated mailing labels) or;
2 (b) request additional copies of this Notice and the Proof of Claim form, which will
3 be provided to you free of charge, and within seven (7) calendar days of receipt of
4 such copies send them by First-Class directly to the beneficial owners of those
5 Beckman securities.

6 If you choose to follow alternative procedure (b), the Court has directed that,
7 upon such mailing, you must send a statement to the Claims Administrator
8 confirming that the mailing was made as directed. You are entitled to
9 reimbursement from the Settlement Fund of your reasonable expenses actually
10 incurred in connection with the foregoing, including reimbursement of postage
11 expense and the cost of ascertaining the names and addresses of beneficial owners.
12 Those expenses will be paid after request and submission of appropriate supporting
13 documentation. All communications concerning the foregoing should be
14 addressed to the Claims Administrator:

15
16 *In re Beckman Coulter, Inc. Sec. Litig.*
17 Claims Administrator
18 c/o: [Name of Claims Administrator]

19 Phone: []; Fax: []
20 []@[].com
21 [].com

22 Dated: _____, 2011

23 BY ORDER OF THE COURT
24 UNITED STATES DISTRICT COURT
25 CENTRAL DISTRICT OF CALIFORNIA
26
27
28

EXHIBIT 2

1 Christopher J. Keller
(admitted *pro hac vice*)
2 Christopher J. McDonald
(admitted *pro hac vice*)
3 LABATON SUCHAROW LLP
140 Broadway
4 New York, New York 10005
Telephone: (212) 907-0700
5 Facsimile: (212) 818-0477
Email: cmcdonald@labaton.com

6 *Co-Lead Counsel for Lead Plaintiff and the*
7 *Class*

8 Mark Labaton (Bar No. 159555)
9 MOTLEY RICE LLP
1100 Glendon Avenue, 14th Floor
10 Los Angeles, California 90024
Telephone: (310) 500-3488
11 Facsimile: (310) 824-2870
Email: mlabaton@motleyrice.com

12 *Liaison Counsel for the Class*

Sherrie R. Savett
(admitted *pro hac vice*)
Barbara A. Podell
(admitted *pro hac vice*)
Douglas M. Risen
(admitted *pro hac vice*)
Eric Lechtzin (Bar No. 248958)
BERGER & MONTAGUE, P.C.
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Philadelphia, Pennsylvania 19103
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Email: ssavett@bm.net

Co-Lead Counsel for Lead Plaintiff
and the Class

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15
16
17 IN RE BECKMAN COULTER, INC.
SECURITIES LITIGATION

) **Case No.: 8:10-cv-1327-JST (RNBx)**
) **PROOF OF CLAIM AND**
) **RELEASE**
) Hon. Josephine Staton Tucker
)
)

1 TO HAVE AN OPPORTUNITY TO RECEIVE A SHARE OF THE
2 SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THIS PROOF OF
3 PROOF OF CLAIM, AND RETURN IT TO:

4 *IN RE BECKMAN COULTER, INC. SEC. LITIG.*

5 CLAIMS ADMINISTRATOR

6 C/O _____

7 P.O. BOX _____

8 _____, _____

9 MAIL THIS FORM BY PREPAID, FIRST-CLASS MAIL, **POSTMARKED NO**
10 **LATER THAN** _____, 2011. FAILURE TO SUBMIT YOUR CLAIM
11 BY _____, 2011 WILL SUBJECT YOUR CLAIM TO REJECTION
12 AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION
13 WITH THE SETTLEMENT OF THIS LITIGATION.

14
15 DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT,
16 THE PARTIES OR THEIR COUNSEL. ANY SUCH CLAIM WILL BE
17 DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM
18 ONLY TO THE CLAIMS ADMINISTRATOR.

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PART I – CLAIMANT INFORMATION

Last Name (Claimant)

First Name (Claimant)

Last Name (Beneficial Owner if Different From Claimant)

First Name (Beneficial Owner)

Last Name (Co-Beneficial Owner)

First Name (Co-Beneficial Owner)

Company/Other Entity (If Claimant Is Not An Individual)

Contact Person (If Claimant is Not An Individual)

Trustee/Nominee/Other

Account Number (If Claimant Is Not an Individual)

Trust/Other Date (If Applicable)

Address Line 1

Address Line 2 (If Applicable)

City

State

Zip Code

Foreign Province

Country

Foreign Zip Code

Telephone Number (Day)

Telephone Number (Night)

1 Beneficial Owner's Employer Identification Number or Social Security Number¹
2

3 Email Address (*Email address is not required, but if you provide it you authorize*
4 *the Claims Administrator to use it in providing you with information relevant to*
5 *this claim.*)

6 IDENTITY OF CLAIMANT (check only one box):

- 7 Individual Joint Owners Estate
- 8 Corporation Trust Partnership
- 9 Private Pension Fund IRA, Keogh, or other type of individual
- 10 Legal Representative retirement plan (indicate type of plan, mailing
- 11 Other (specify, describe address, and name of current custodian)
- 12 on separate sheet) _____
- 13 _____
- 14 _____

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27 ¹ The taxpayer identification number (TIN), consisting of a valid Social Security
28 number (SSN) for individuals or employer identification number (EIN) for
business entities, trusts, estates, etc., and telephone number of the beneficial
owner(s) may be used in verifying this claim.

PART II - GENERAL INSTRUCTIONS

1
2 1. It is important that you completely read the Notice of Pendency of
3 Class Action and Proposed Settlement and Motion for Attorneys’ Fees and
4 Expenses (the “Notice”) that accompanies this Proof of Claim and Release (“Proof
5 of Claim”), and the Plan of Allocation included in the Notice. The Notice contains
6 the definitions of many of the defined terms (which are indicated by initial capital
7 letters) used in this Proof of Claim. By signing and submitting this Proof of Claim,
8 you will be certifying that you have read the Notice, including the terms of the
9 releases described therein and provided for herein.

10 2. This Proof of Claim is directed to any person or entity who purchased
11 or otherwise acquired Beckman Coulter, Inc. (“Beckman”) common stock between
12 July 31, 2009 and July 22, 2010, inclusive, (the “Class Period”) and who was
13 allegedly damaged thereby (the “Class”).

14 3. IF YOU ARE NOT A CLASS MEMBER, OR IF YOU, OR
15 SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR
16 EXCLUSION FROM THE CLASS, DO NOT SUBMIT A PROOF OF CLAIM.
17 YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE
18 SETTLEMENT IF YOU ARE NOT A CLASS MEMBER. THUS, IF YOU FILE
19 A VALID REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY
20 PROOF OF CLAIM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED
21 ON YOUR BEHALF, WILL NOT BE ACCEPTED.

22 4. You may only participate in the distribution of the Net Settlement
23 Fund if you are a member of the Class and if you complete and return this form as
24 specified below. If you fail to file a timely, properly addressed, and completed
25 Proof of Claim, your claim may be rejected and you may be precluded from
26 receiving any distribution from the Net Settlement Fund.

27 5. **Submission of this Proof of Claim does not guarantee that you will**
28 **share in the Net Settlement Fund.** The distribution of the Net Settlement Fund

1 will be governed by the Plan of Allocation set forth in the Notice, if approved by
2 the Court, or such other plan of allocation as the Court approves.

3 6. Use Part III of this Proof of Claim entitled "SCHEDULE OF
4 TRANSACTIONS IN BECKMAN COMMON STOCK DURING THE CLASS
5 PERIOD" to supply all required details of your transaction(s) in Beckman common
6 stock during the Class Period. On the schedule, provide all the requested
7 information with respect to all purchases, acquisitions and sales of Beckman
8 common stock during the Class Period.

9 7. You are required to submit genuine and sufficient documentation for
10 all your transactions in and holdings of Beckman common stock during the Class
11 Period as set forth in the Schedule of Transactions in Part III. Documentation may
12 consist of copies of brokerage confirmations or monthly statements. IF SUCH
13 DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES
14 OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR
15 BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT
16 IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL
17 DOCUMENTS. Please keep a copy of all documents that you send to the Claims
18 Administrator.

19 8. Separate Proofs of Claim should be submitted for each legal entity
20 that has a claim. For example, if one joint owner also has an individual claim, two
21 Proofs of Claim should be submitted. However, each Proof of Claim should
22 include all transactions made by that entity, even if the transactions were in
23 different accounts.

24 9. All joint beneficial owners must each sign this Proof of Claim. If you
25 purchased or acquired Beckman common stock during the Class Period and held
26 the securities in your name, you are the beneficial owner as well as the record
27 owner. If, however, you purchased or acquired Beckman common stock during the
28 Class Period and the securities were registered in the name of a third party, such as

1 a nominee or brokerage firm, you are the beneficial owner of these securities, but
2 the third party is the record owner.

3
4 10. Agents, executors, administrators, guardians, and trustees must
5 complete and sign the Proof of Claim on behalf of persons represented by them,
6 and they must:

7 (a) expressly state the capacity in which they are acting;

8 (b) identify the name, account number, Social Security number (or
9 taxpayer identification number), address and telephone number of the
10 beneficial owner of (or other person or entity on whose behalf they are
11 acting with respect to) Beckman common stock during the Class Period; and

12 (c) furnish herewith evidence of their authority to bind the person
13 or entity on whose behalf they are acting. (Authority to complete and sign a
14 Proof of Claim cannot be established by stockbrokers demonstrating only
15 that they have discretionary authority to trade stock in another person's
16 accounts.)

17 11. **NOTICE REGARDING ELECTRONIC FILES:** To obtain the
18 mandatory electronic filing requirements and file layout, visit the website at
19 www.[_____] or email the Claims Administrator at _____.com.

20 12. If you have questions concerning the Proof of Claim, or need
21 additional copies of the Proof of Claim or the Notice, you may contact the Claims
22 Administrator, _____, at the above address or by toll-free phone at 1-
23 ____ - ____, or you may download the documents from www.[_____].

1 **PART III – SCHEDULE OF TRANSACTIONS IN BECKMAN COMMON**
 2 **STOCK DURING THE CLASS PERIOD**

3 **A. BEGINNING HOLDINGS OF COMMON STOCK:**

4 State the total number of shares of Beckman common
 5 stock held as of the close of trading on July 30, 2009.

**IF NONE,
 CHECK HERE**

6 _____
 7 **B. PURCHASES OF BECKMAN COMMON STOCK:**

8 Separately list each and every purchase of Beckman
 9 common stock during the Class Period.

**IF NONE,
 CHECK HERE**

Date(s) of Purchase(s) (List Chronologically) <u>Month/Day/Year</u>	<u>Number of Shares Purchased</u>	Purchase Price Per Share (excluding commissions, taxes & fees)	Proof of purchase enclosed <input type="radio"/> Y <input type="radio"/> N
____/____/____	_____	\$ _____	
____/____/____	_____	\$ _____	<input type="radio"/> Y <input type="radio"/> N
____/____/____	_____	\$ _____	<input type="radio"/> Y <input type="radio"/> N
____/____/____	_____	\$ _____	<input type="radio"/> Y <input type="radio"/> N

28

C. SALES OF BECKMAN COMMON STOCK:

Separately list each and every sale of Beckman common stock during the Class Period.

**IF NONE,
CHECK HERE**

Date(s) of Sale(s) (List Chronologically) <u>Month/Day/Year</u>	<u>Number of Shares Sold</u>	Sale Price per Share (excluding commissions, taxes & fees)	Proof of sale <u>enclosed</u>
_ / _ / _	_____	\$ _____	<input type="radio"/> Y <input type="radio"/> N
_ / _ / _	_____	\$ _____	<input type="radio"/> Y <input type="radio"/> N
_ / _ / _	_____	\$ _____	<input type="radio"/> Y <input type="radio"/> N
_ / _ / _	_____	\$ _____	<input type="radio"/> Y <input type="radio"/> N

D. ENDING HOLDINGS OF COMMON STOCK

State the total number of shares of Beckman common stock held as of the close of trading on July 22, 2010. _____

**IF NONE,
CHECK HERE**

(IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. PRINT THE BENEFICIAL OWNER'S FULL NAME AND TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE.)

1 **PART IV - CERTIFICATION**

2 **YOU MUST SIGN ON PAGE ____ OF THIS PROOF OF CLAIM**

3 I (we) hereby acknowledge that as of the Effective Date, I (we) shall: (i) have and
4 be deemed to have fully, finally and forever waived, released, discharged and
5 dismissed each and every one of the Released Defendant Parties from any and all
6 of the Released Claims; (ii) have and be deemed to have covenanted not to sue any
7 of the Released Defendant Parties with respect to any and all of the Released
8 Claims; and (iii) forever be barred and enjoined from commencing, instituting,
9 prosecuting or maintaining any of the Released Claims against any of the Released
10 Defendant Parties.

11 By signing and submitting this Proof of Claim, the claimant(s) or the person(s)
12 who represents the claimant(s) certifies, as follows:

- 13 1. that I (we) have read the Notice, the Plan of Allocation and the Proof of
14 Claim, including the releases provided for in the Settlement;
- 15 2. that the claimant(s) is (are) Class Member(s), as defined in the Notice, and is
16 (are) not excluded from the Class;
- 17 3. that the claimant(s) has (have) not submitted a request for exclusion from the
18 Class;
- 19 4. that the claimant(s) owns(ed) the Beckman common stock identified in the
20 Proof of Claim during the Class Period and has (have) not assigned the claim
21 against the Released Defendant Parties to another, or that, in signing and
22 submitting this Proof of Claim, the claimant(s) has (have) the authority to act
23 on behalf of the owner(s) thereof;
- 24 5. that the claimant(s) has (have) not submitted any other claim covering the
25 same purchases, sales, or holdings of Beckman common stock during the
26 Class Period and knows of no other person having done so on
27 his/her/its/their behalf;

- 1 6. that the claimant(s) submits (submit) to the jurisdiction of the Court with
- 2 respect to his/her/its/their claim and for purposes of enforcing the releases
- 3 set forth herein;
- 4 7. that I (we) agree to furnish such additional information with respect to this
- 5 Proof of Claim as the Claims Administrator or the Court may require;
- 6 8. that the claimant(s) waives (waive) the right to trial by jury, to the extent it
- 7 exists, and agrees (agree) to the Court's summary disposition of the
- 8 determination of the validity or amount of the claim made by this Proof of
- 9 Claim; and
- 10 9. that I (we) acknowledge that the claimant(s) will be bound by and subject to
- 11 the terms of any judgment that may be entered in the Litigation;

12 UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF
13 THE INFORMATION PROVIDED BY ME (US) ON THIS FORM IS TRUE,
14 CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED
15 HERewith ARE TRUE AND CORRECT COPIES OF WHAT THEY
16 PURPORT TO BE.

17 _____
18 Signature of Claimant

19 _____ Date
20 Print Name of Claimant

21 _____
22 Signature of Joint Claimant, if any

23 _____ Date
24 Print Name of Joint Claimant

25 THIS PROOF OF CLAIM MUST BE MAILED TO THE CLAIMS
26 ADMINISTRATOR BY FIRST-CLASS MAIL, POSTAGE PREPAID,
27 **POSTMARKED BY** _____, ADDRESSED AS
28 **FOLLOWS:**

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IN RE BECKMAN COULTER, INC. SEC. LITIG.
Claims Administrator
c/o: [Name of Claims Administrator]
[Address]

You should be aware that it will take a significant amount of time to fully process all of the Proofs of Claim. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST

1. Please sign the above release and certification. If this Proof of Claim is being made on behalf of joint claimants, then both must sign.
2. Remember to attach only copies of supporting documentation.
3. Please do not highlight any portion of the Proof of Claim or any supporting documents.
4. Do not send original stock certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Proof of Claim and documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at _____.
7. If your address changes in the future, or if this Proof of Claim was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the above address or at _____, or visit www._____.com.

EXHIBIT 3

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Co-Lead Counsel for Lead Plaintiff
and the Class

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

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17 IN RE BECKMAN COULTER, INC.
SECURITIES LITIGATION

) **Case No.: 8:10-cv-1327-JST (RNBx)**
) **SUMMARY NOTICE OF**
) **PENDENCY OF CLASS ACTION**
) **AND PROPOSED SETTLEMENT**
) **AND MOTION FOR**
) **ATTORNEYS' FEES AND**
) **EXPENSES**

) Hon. Josephine Staton Tucker

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23 **TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR**
24 **OTHERWISE ACQUIRED THE COMMON STOCK OF BECKMAN**
25 **COULTER, INC. (“BECKMAN” OR THE “COMPANY”) BETWEEN**
26 **JULY 31, 2009 AND JULY 22, 2010, INCLUSIVE, AND WHO WERE**
27 **ALLEGEDLY DAMAGED THEREBY (THE “CLASS”).**
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YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, that the above-captioned litigation (“Action”) has been preliminarily certified as a class action for the purposes of settlement only and that a settlement with Beckman, Scott T. Garrett and Charles P. Slacik (collectively, the “Defendants”), in the amount of \$5,000,000 in cash, plus payment of Notice and Administration Expenses not to exceed a total cumulative cap of \$500,000, has been proposed by the Parties.

A hearing will be held before the Honorable Josephine Staton Tucker of the United States District Court for the Central District of California in the Santa Ana Courthouse, 411 West Fourth Street, Courtroom 10A, Santa Ana, CA 92701 at ____:____ .m., on _____, 2011 to, among other things: determine whether the proposed Settlement should be approved by the Court as fair, reasonable, and adequate; determine whether the proposed Plan of Allocation for distribution of the settlement proceeds should be approved as fair and reasonable; and consider the application of Lead Counsel for an award of attorneys’ fees and reimbursement of litigation expenses. The Court may change the date of the hearing without providing another notice.

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED BY THE PENDING LITIGATION AND THE PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO SHARE IN THE NET SETTLEMENT FUND. If you have not yet received the full printed Notice of Pendency of Class Action and Proposed Settlement and Motion for Attorneys’ Fees and Expenses (“Notice”) and a Proof of Claim and Release Form (“Proof of Claim”), you may obtain copies of these documents by contacting the Claims Administrator:

In re Beckman Coulter, Inc. Sec. Litig.
Claims Administrator

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c/o [Insert name of Claims Administrator]

[_____]

[_____]

800-[_____]

www.[_____].com

Inquiries, other than requests for information about the status of a claim, may also be made to Lead Counsel.

LABATON SUCHAROW LLP

Christopher J. McDonald, Esq.

140 Broadway

New York, New York 10005

888-219-6877

www.labaton.com

If you are a Class Member, to be eligible to share in the distribution of the Settlement proceeds, you must submit a Proof of Claim postmarked no later than _____, 2011. To exclude yourself from the Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice such that it is received or postmarked no later than _____, 2011. If you are a Class Member and do not exclude yourself from the Class, you will be bound by the Final Order and Judgment of the Court. Any objections to the proposed Settlement, Plan of Allocation, and/or application for attorneys' fee and reimbursement of expenses must be filed with the Court and served on counsel for the Parties in accordance with the instructions set forth in the Notice, such that they are received or postmarked no later than _____, 2011. If you are a Class Member and do not timely submit a valid Proof of Claim, you will not be eligible to share in the Net Settlement Fund, but you nevertheless will be bound by the Final Order and Judgment of the Court.

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DATED: _____

BY ORDER OF THE COURT
UNITED STATES CENTRAL DISTRICT
OF CALIFORNIA