



WHEREAS, the Court having read and considered the Stipulation and the Exhibits annexed thereto and having been informed of the contents of the Supplemental Agreement; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. In accordance with Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for settlement purposes only, a class (the "Class") is hereby certified as follows: all persons or entities (and their beneficiaries) who purchased or otherwise acquired the publicly traded securities of Force Protection between January 18, 2007 and March 14, 2008, inclusive (the "Class Period"). Excluded from the Class are the Defendants; members of the immediate families of the Defendants; any entity in which any Defendant or family member has or had a controlling interest; the former and current officers and directors of Force Protection; or the legal affiliates, representatives, controlling persons, predecessors-in-interest, heirs, assigns, or any other successors-in-interest of any such excluded party. Also excluded from the Class are those persons who timely and validly request exclusion from the Class or whom the Court otherwise allows to be excluded.

2. With respect to the Class, this Court finds that, for settlement purposes only, the prerequisites under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of members of the Class (the "Class Members") is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class Members which predominate over any questions affecting only individual Class Members; (c) the claims of Lead Plaintiffs are typical of the claims of the Class; (d) Plaintiffs' Co-Lead Counsel have represented, and will fairly and adequately represent, the

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interests of the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for settlement purposes only, the Court certifies Lead Plaintiffs as class representatives for the Class. Pomerantz Haudek Grossman & Gross LLP and Berman DeValerio are hereby appointed as Co-Lead Counsel for the Class.

4. The Court hereby preliminarily approves the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

5. A hearing (the "Settlement Hearing") shall be held before this Court on January 25, 2011, at 11:00 a.m., at the United States District Court for the District of South Carolina, Charleston Division, 85 Broad Street, Charleston, South Carolina 29401, to determine whether the proposed Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; whether an Order and Final Judgment as provided in the Stipulation should be entered herein; whether the proposed Plan of Allocation should be approved; to determine the amount of fees and expenses that should be awarded to Plaintiff's Co-Lead Counsel; and to determine whether, and in what amount, any Compensatory Award to Lead Plaintiffs should be approved. The Court may adjourn the Settlement Hearing without further notice to Class Members.

6. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Claim Form"), and Summary Notice annexed as Exhibits A-1, A-2, and A-3 hereto, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth in this Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, §21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as

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amended, including by the Private Securities Litigation Reform Act of 1995, 28 U.S.C. §1715, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

7. The firm of Rust Consulting, Inc. ("Claims Administrator") is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than seventy-five (75) days prior to the Settlement Hearing (the "Notice Date"), the Claims Administrator shall cause a copy of the Notice and the Claim Form, substantially in the forms annexed as Exhibits A-1 and A-2 hereto, to be mailed by first-class mail to all Class Members who can be identified with reasonable effort;

(b) Not later than sixty (60) days prior to the Settlement Hearing, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *Investor's Business Daily*, *USA Today*, the *Charleston Post and Courier*, and once over the *PR Newswire*; and

(c) Prior to the Settlement Hearing, Plaintiff's Co-Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

8. Within five (5) business days of entry of this Order, the Defendants shall cause Force Protection's transfer records (consisting of shareholder names and addresses), to be made available to the Claims Administrator for the purpose of identifying and giving notice to the Class. The Claims Administrator shall use reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased or otherwise acquired the publicly traded securities of Force Protection during the Class Period as record owners but not as beneficial owners. Nominees who purchased or otherwise acquired the publicly traded securities

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of Force Protection for the benefit of another person during the Class Period shall be requested to send the Notice and the Claim Form to all such beneficial owners within ten (10) days after receipt thereof, or to send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Claim Form to such beneficial owners. Such nominees may seek reimbursement of their reasonable expenses in providing notice to beneficial owners who are Class Members, which would not have been incurred except for the sending of such notice, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, subject to further order of this Court with respect to any dispute concerning such compensation.

9. Any person falling within the definition of the Class shall be bound by all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Class, unless such persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Class Member wishing to make such request shall sign and mail the request in written form by first-class mail to be received by the Claims Administrator no later than thirty (30) days prior to the Settlement Hearing at the address designated in the Notice. Such request for exclusion shall clearly state: (a) the name, address, and telephone number of the person seeking exclusion; (b) each of the person's purchases, acquisitions, and sales of publicly traded securities of Force Protection during the Class Period, including the date(s) of purchase, acquisition, or sale, the number(s) and type(s) of shares purchased, acquired, and/or sold, and the price(s) paid or received for each such purchase, acquisition, or sale; and (c) that the person requests to be excluded from the Class. Class Members who submit valid and timely requests

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for exclusion in the manner set forth in this paragraph shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

10. Class Members who wish to participate in the Settlement shall complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked no later than forty-five (45) days after the Settlement Hearing. Any Class Member who does not timely submit a Claim Form within the time provided for shall be barred from sharing in the distribution of the proceeds of the Settlement Fund, unless otherwise ordered by the Court. Notwithstanding the foregoing, Plaintiffs' Co-Lead Counsel shall have discretion to accept late-submitted claims for processing by the Claims Administrator so long as the distribution of the Net Settlement Fund is not materially delayed thereby.

11. Any Class Member may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Plaintiffs' Co-Lead Counsel.

12. All proceedings in the Litigation are stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither the Lead Plaintiffs, nor any Class Member, either directly, representatively, or in any other capacity, shall commence or prosecute against any of the Released Persons, any action or proceeding in any court or tribunal asserting any of the Released Claims.

13. Any Class Member may appear and show cause, if he, she or it has any reason why the proposed Settlement of the Litigation should or should not be approved as fair, reasonable, and adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and expenses should or

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should not be awarded to Plaintiffs' Co-Lead Counsel or the expenses of Lead Plaintiffs reimbursed or why the Compensatory Award should or should not be awarded to Lead Plaintiffs; provided, however, that no Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the judgment to be entered thereon approving the same, or the order approving the Plan of Allocation, or the attorneys' fees and expenses to be awarded to Lead Plaintiffs or Plaintiffs' Co-Lead Counsel, unless written objections and copies of any papers and briefs are filed with the Clerk of the United States District Court for the District of South Carolina, Charleston Division, on or before thirty (30) days prior to the Settlement Hearing; and copies of said objections, papers, and briefs are also served upon Brian C. Duffy, Duffy & Young LLP, 96 Broad Street, Charleston, SC 29401; Jason S. Cowart, Pomerantz Haudek Block Grossman & Gross LLP, 100 Park Avenue, New York, NY 10017; Jeffery C. Block, Berman DeValerio, One Liberty Square, Boston, MA 02109; M. Robert Thornton, King & Spalding LLP, 1180 Peachtree Street, N.E., Atlanta, GA 30309; and Eleni M. Roumel, Nelson Mullins Riley & Scarborough LLP, 151 Meeting Street, Charleston, SC 29401. The objections must demonstrate the objecting Person's membership in the Class, including documentation reflecting the number of Force Protection shares purchased and sold during the relevant period, and contain a statement of the reasons for objection. By filing an objection, the objector consents to being deposed in his or her district of residence prior to the Settlement Hearing. Any Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Plaintiffs' Counsel or the expenses of Lead Plaintiffs, unless otherwise ordered by the Court.

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

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

16. All motions and papers in support of the Settlement, the Plan of Allocation, and any application by Plaintiffs' Co-Lead Counsel for attorneys' fees or expenses shall be filed and served no later than forty (40) calendar days prior to the Settlement Hearing, and all reply papers in support of such motions shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

17. Neither Defendants nor their Related Parties shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Plaintiffs' Co-Lead Counsel or Lead Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

18. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Plaintiffs' Co-Lead Counsel, Plaintiffs' Co-Lead Counsel's proposed Fee and Expense Award, and/or any Compensatory Award to Lead Plaintiffs shall be approved.

19. All reasonable costs incurred in identifying and notifying Class Members, as well as in administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither the Lead Plaintiffs nor Plaintiffs' Co-Lead Counsel shall have any obligation to repay to Defendants

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or their insurers the reasonable and actual costs of notice to the Class Members, and administration, provided that the foregoing costs and expenses shall not exceed two hundred thousand dollars (\$200,000) without further Court approval.

20. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

21. If: (a) the Settlement is terminated by Defendants pursuant to ¶7.5 of the Stipulation; or (b) any specified condition to the Settlement set forth in the Stipulation is not satisfied and Plaintiffs' Co-Lead Counsel or Defendants' Counsel elects to terminate the Settlement as provided in ¶7.3 of the Stipulation, then, in any such event, the Stipulation, including any amendment(s) thereof, and this Order shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed prior to the execution of the Stipulation.

**AND IT IS SO ORDERED.**



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C. WESTON HOUCK  
UNITED STATES DISTRICT JUDGE

October 5, 2010  
Charleston, South Carolina

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