

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

MARVIN OVERBY, ET AL.

Plaintiffs,

vs.

TYCO INTERNATIONAL LTD., ET AL.

Defendants.

Case No. 02-CV-1357-B

This Document Relates To:
ERISA Actions

NOTICE OF CLASS ACTION SETTLEMENT

Your legal rights might be affected if you are a member of the following class:

ALL PERSONS WHO WERE PARTICIPANTS IN OR BENEFICIARIES OF: THE TYCO INTERNATIONAL (US) INC. RETIREMENT SAVINGS AND INVESTMENT PLAN I; THE TYCO INTERNATIONAL (US) INC. RETIREMENT SAVINGS AND INVESTMENT PLAN II; THE TYCO INTERNATIONAL (US) INC. RETIREMENT SAVINGS AND INVESTMENT PLAN III; THE TYCO INTERNATIONAL (US) INC. RETIREMENT SAVINGS AND INVESTMENT PLAN IV; THE TYCO INTERNATIONAL (US) INC. RETIREMENT SAVINGS AND INVESTMENT PLAN V; THE TYCO INTERNATIONAL (US) INC. RETIREMENT SAVINGS AND INVESTMENT PLAN VI; AND THE TYCO INTERNATIONAL (US) INC. RETIREMENT SAVINGS AND INVESTMENT PLAN VII (COLLECTIVELY THE “PLANS”) FOR WHOSE INDIVIDUAL ACCOUNTS THE PLANS PURCHASED AND/OR HELD SHARES OF THE TYCO STOCK FUND AT ANY TIME FROM AUGUST 12, 1998 TO JULY 25, 2002 (THE “CLASS PERIOD”).

**A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.
YOU HAVE NOT BEEN SUED.**

- United States District Court Judge Paul J. Barbadoro of the United States District Court for the District of New Hampshire (the “Court”) has preliminarily approved proposed settlements of a class action lawsuit brought under the Employee Retirement Income Security Act (often referred to as “ERISA”) (the “Settlements”). The *Settlements* will provide for payments to the *Plans* (as defined above) and for allocation of those payments to the accounts of members of the *Class* who had portions of their *Plan* accounts invested in the Tyco Stock Fund. The *Settlements* are summarized below.
- The *Court* has scheduled a hearing on final approval of the *Settlements* and on *Named Plaintiffs*’ motion for attorneys’ fees and expenses and for compensation to the *Named Plaintiffs*. That hearing before Judge Barbadoro has been scheduled for November 18, 2009, at 11:00 a.m. in the third-floor courtroom of the United States District Court for the District of New Hampshire, 55 Pleasant Street, Concord, NH 03301.
- Any objections to the *Settlements* or the motion for attorneys’ fees and expenses and compensation to the *Named Plaintiffs* must be served in writing on *Co-Lead Counsel* for the *Class*, identified on Page 7 of this Notice of Class Action Settlement (“Notice”), and on *Tyco’s, L. Dennis Kozlowski’s (“Kozlowski”), and Mark Swartz’s (“Swartz”) attorneys*, who are identified on Page 7 of this Notice. The procedure for objecting is described below.
- This Notice contains summary information with respect to the *Settlements*. The terms and conditions of the *Settlements* are set forth in (i) a Class Action Settlement Agreement governing the *Settlement* with all Defendants other than *Kozlowski* and *Swartz* (the “*Tyco Settlement Agreement*”), (ii) a Class Action Settlement Agreement governing the *Settlement* with *Kozlowski* (the “*Kozlowski Settlement Agreement*”), and (iii) a Class Action Settlement Agreement governing the *Settlement* with *Swartz* (the “*Swartz Settlement Agreement*”). The *Tyco Settlement Agreement*, the *Kozlowski Settlement Agreement*, and the *Swartz Settlement Agreement* are collectively referred to as the *Settlement Agreements*. Capitalized and italicized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the *Settlement Agreements*. The *Settlement Agreements*, and additional information with respect to this lawsuit and the *Settlements*, are available at an Internet site dedicated to the *Settlements*, TycoERISAsettlement.com, or from *Plaintiffs*’ *Co-Lead Counsel* at their addresses listed below or on their Internet sites: izardnobel.com or ssbny.com.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENTS WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENTS, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENTS PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENTS

<p>YOU CAN DO NOTHING. NO ACTION IS NECESSARY TO RECEIVE PAYMENT.</p>	<p>If the <i>Settlements</i> are approved by the <i>Court</i> and you are a member of the <i>Class</i>, you will not need to do anything to receive a payment. The portion, if any, of the <i>Settlement Fund</i> to be allocated to your <i>Plan</i> account will be calculated as part of the implementation of the <i>Settlements</i>.</p> <p>If you are currently participating in one of the <i>Plans</i> and are a member of the <i>Class</i>, any share of the <i>Settlement Fund</i> to which you are entitled will be deposited into your <i>Plan</i> account. If you no longer are a <i>Plan</i> participant and are a member of the <i>Class</i>, any share of the <i>Settlement Fund</i> to which you are entitled will be deposited in a <i>Plan</i> account that will be established for you, if necessary, and you will be notified of such account.</p>
<p>OBJECT (BY NOVEMBER 4, 2009)</p>	<p>If you wish to object to any part of the <i>Settlements</i>, you may (as discussed below) write to the <i>Court</i> and counsel about why you object to the <i>Settlements</i>.</p>
<p>GO TO A HEARING (TO BE HELD ON NOVEMBER 18, 2009)</p>	<p>If you submit a written objection to the <i>Settlements</i> to the <i>Court</i> and counsel before the <i>Court</i>-approved deadline, you may (but do not have to) attend the <i>Court</i> hearing about the <i>Settlements</i> and present your objections to the <i>Court</i>. You may attend the <i>Fairness Hearing</i> even if you do not file a written objection, but you will only be allowed to speak at the <i>Fairness Hearing</i> if you file written comments in advance of the <i>Fairness Hearing</i>.</p>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The *Court* in charge of this case still has to decide whether to approve the *Settlements*. Payments will be made only if the *Court* approves the *Settlements* and that approval is upheld in the event of any appeals.

Further information regarding the litigation and this Notice may be obtained by contacting *Plaintiffs’ Co-Lead Counsel*:

<p>Wayne T. Boulton, Esq. IZARD NOBEL LLP 29 South Main Street, Suite 215 West Hartford, CT 06107</p>	<p>Edwin J. Mills, Esq. Michael J. Klein, Esq. STULL, STULL & BRODY 6 East 45th Street New York, NY 10017</p>
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Plaintiffs’ Co-Lead Counsel have established a toll-free phone number to receive your comments and questions: 866-217-4469.

Plaintiffs’ Co-Lead Counsel may also be contacted via email: ssbny@aol.com and firm@izardnobel.com.

WHAT THIS NOTICE CONTAINS

SUMMARY OF SETTLEMENTS	3
BASIC INFORMATION.....	3
1. Why did I get this Notice package?.....	3
2. What is the <i>Action</i> about?.....	4
3. Why is this case a class action?	5
4. Why are there <i>Settlements</i> ?.....	5
5. How do I know whether I am part of the <i>Settlements</i> ?.....	5
THE SETTLEMENT BENEFITS—WHAT YOU GET.....	5
6. What do the <i>Settlements</i> provide?	5
7. How much will my payment be?.....	5
8. How can I get a payment?	6
9. When will I get my payment?.....	6
10. Can I get out of the <i>Settlements</i> ?	6
THE LAWYERS REPRESENTING YOU	7
11. Do I have a lawyer in the case?	7
12. How will the lawyers be paid?	7
OBJECTING TO THE SETTLEMENTS OR THE ATTORNEYS’ FEES	7
13. How do I tell the <i>Court</i> that I do not like the <i>Settlements</i> ?.....	7
THE COURT’S FAIRNESS HEARING.....	7
14. When and where will the <i>Court</i> decide whether to approve the <i>Settlements</i> ?	7
15. Do I have to come to the hearing?	7
16. May I speak at the hearing?	8
IF YOU DO NOTHING.....	8
17. What happens if I do nothing at all?.....	8
GETTING MORE INFORMATION	8
18. Are there more details about the <i>Settlements</i> ?.....	8

This litigation (the “*Action*”) is a consolidated case in which *Plaintiffs* allege that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the *Plans* under ERISA. Copies of the *Action*’s operative Complaint and other documents filed in the *Action* are available at ssbny.com, izardnobel.com, or TycoERISAsettlement.com.

SUMMARY OF SETTLEMENTS

1. A *Settlement Fund* consisting of \$70,525,000 in cash is being established in the *Action*. \$70.2 million is being paid pursuant to the *Tyco Settlement Agreement*, \$100,000 is being paid pursuant to the *Kozlowski Settlement Agreement*, and \$225,000 is being paid pursuant to the *Swartz Settlement Agreement*.
2. The net amount in the *Settlement Fund*, including interest, and after payment of any taxes, expenses, approved attorneys' fees and costs, and compensation to the *Named Plaintiffs*, will be paid to the *Plans* and be allocated to *Class* members according to a *Plan of Allocation* to be approved by the *Court*.

Statement of Potential Outcome of the Action

As with any litigated case, the *Named Plaintiffs* would face an uncertain outcome if the *Action* were to continue against the *Tyco Defendants*, *Kozlowski*, and/or *Swartz*. Continued litigation of the *Action* against the *Tyco Defendants*, *Kozlowski*, and/or *Swartz* could result in a judgment or verdict greater or lesser than the recovery under the *Settlement Agreements* or in no recovery at all or a judgment or verdict in favor of the *Tyco Defendants*, *Kozlowski*, and/or *Swartz*.

Throughout this *Action*, the *Named Plaintiffs* and the *Tyco Defendants*, *Kozlowski*, and *Swartz* have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the *Plaintiffs* were to prevail at trial. The *Tyco Defendants*, *Kozlowski*, and *Swartz* have denied and continue to deny all claims and contentions alleged by the *Named Plaintiffs*, that they are liable at all to the *Class*, and that the *Class* or the *Plans* have suffered any damages for which the *Tyco Defendants*, *Kozlowski*, and/or *Swartz* could be legally responsible. Nevertheless, the *Tyco Defendants*, *Kozlowski*, and *Swartz* have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the *Action* be fully and finally settled as to them on the terms and conditions set forth in the *Settlement Agreements*.

Statement of Attorneys' Fees and Costs Sought in the Action

Plaintiffs' Co-Lead Counsel in the *Action* will apply to the *Court* for an order awarding attorneys' fees not in excess of 33⅓% of the amount recovered in the *Settlements*, plus reimbursement of expenses. Any amount awarded will be paid from the proceeds of the *Settlement Fund*. Neither the *Tyco Defendants* nor *Kozlowski* or *Swartz* has agreed to the amount of fees that will be requested by counsel for the *Named Plaintiffs*, and neither will take any position on that matter before the *Court*.

What Will the Named Plaintiffs Get?

The *Named Plaintiffs* named in the *Action* will share in the allocation of the money paid to the *Plans* on the same basis and to the same extent as all other members of the *Class*, except that, in addition, the *Named Plaintiffs* may apply to the *Court* for a case contribution award of up to \$15,000 each, plus reimbursement of the reasonable costs and expenses directly relating to their representation of the *Class*. Any compensation awarded to *Named Plaintiffs* by the *Court* will be paid from the proceeds of the *Settlement Fund*.

Further Information

Plaintiffs' Co-Lead Counsel have established a toll-free phone number to receive your comments and questions: **866-217-4469**.

As noted above, *Plaintiffs' Co-Lead Counsel* may also be contacted via email at ssbny@aol.com and firm@izardnobel.com.

Further information regarding the *Action* and this Notice may be obtained at an Internet site dedicated to the *Settlements*, TycoERISAsettlement.com, or by contacting either:

Wayne T. Boulton, Esq.
IZARD NOBEL LLP
29 South Main Street, Suite 215
West Hartford, CT 06107
izardnobel.com

or

Edwin J. Mills, Esq.
Michael J. Klein, Esq.
STULL, STULL & BRODY
6 East 45th Street
New York, NY 10017
ssbny.com

BASIC INFORMATION

1. Why did I get this Notice package?

You or someone in your family are or may have been a participant in or beneficiary of one of the *Plans* and/or one of the *Plan's* predecessors or *Successors*.

The *Court* caused this Notice to be sent to you because if you fall within that group, you have a right to know about the *Settlements* and all of the options available to you regarding the *Settlements* before the *Court* decides whether to approve the *Settlements*. If the *Court* approves the *Settlements*, and after any objections and appeals are resolved, the net amount of the *Settlement Fund* will be paid to the *Plans* and then allocated among *Class* members according to a *Court*-approved *Plan of Allocation*. This Notice package describes the litigation, the *Settlements*, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The *Court* in charge of this case is the United States District Court for the District of New Hampshire. The people who sued are called *Named Plaintiffs*, and the people they sued are called Defendants. The *Named Plaintiffs* in the *Action* are Edmund Dunne, Kay Jepson, John Gordon, Gary Johnson, Peter Poffenberger, and Karen Wade. The Defendants are Tyco International, Ltd., Tyco International (US) Inc., the Tyco International (US) Inc. Retirement Committee, Jerry Boggess, Mark Foley, Irving Gutin, Jeffrey Mattfolk, Richard Meelia, Patricia Prue, Michael Robinson, Mark H. Swartz, and L. Dennis Kozlowski. This settlement, if approved by the *Court*, will resolve claims against all Defendants.

The legal action that is the subject of this Notice and the *Settlements* is known as *Overby et al. v. Tyco Int'l Ltd., et al.*, Civil Action No. 02 CV 1357-B (D. N.H.) (the "*Action*").

2. What is the *Action* about?

The *Action* claims that the Defendants were fiduciaries of the *Plans* and violated fiduciary duties of loyalty, care, and prudence under ERISA that they owed to participants in the *Plans* regarding the *Plans*' investment of assets in the stock of Tyco International, Ltd. ("Tyco").¹ In the *Complaint*, *Named Plaintiffs* asserted causes of action for the losses they allege were suffered by the *Plans* as the result of the alleged breaches of fiduciary duty by the Defendants.

Participants in the *Plans* were able to allocate their account balances among various investment funds. The investment funds included a fund primarily invested in Tyco common stock (the "Tyco Stock Fund").

The *Complaint* in the *Action* alleges that Tyco and other alleged fiduciaries of Tyco's 401(k) defined contribution retirement plans violated ERISA by, among other things, (1) failing to prudently manage the assets of the *Plans*, (2) failing to provide required disclosures to the participants and beneficiaries of the *Plans*, and (3) failing to properly appoint, monitor, and inform other fiduciaries of the *Plans*. *Named Plaintiffs* allege that certain Defendants knew or should have known that Tyco stock was not a prudent retirement investment during the *Class Period* and that the Defendants acted imprudently by not preventing further investment in Tyco stock and not liquidating the *Plans*' Tyco common stock holdings. *Named Plaintiffs* also assert that certain Defendants violated their alleged fiduciary duties by failing to provide *Plan* participants with complete and accurate information about Tyco.

The Defenses in the *Action*

The *Tyco Defendants*, Kozlowski, and Swartz deny that they have liability to the *Plans* or its participants or beneficiaries. If the litigation were to continue, the *Tyco Defendants*, Kozlowski, and Swartz would raise numerous defenses to liability, including the following:

They were not fiduciaries of the *Plans*, or if they were fiduciaries, their fiduciary duties did not extend to the matters at issue in the *Action*;

Tyco common stock and the Tyco Stock Fund were at all relevant times a prudent investment for the *Plans* and their participants;

To the extent they were fiduciaries as to the matters at issue in the *Action*, Defendants fully and prudently discharged all of their fiduciary duties imposed on them by ERISA;

Even if they failed to discharge one or more of their ERISA fiduciary duties, any such breach of fiduciary duty did not cause the losses alleged by the *Plaintiffs*; and

The relief sought by the *Plaintiffs* in the *Action* is not permitted by ERISA.

The *Action* Has Been Aggressively Litigated

Plaintiffs' Co-Lead Counsel have conducted an extensive investigation of the allegations in the *Action* and of the losses suffered by the *Plans*. In addition, through that investigation and through discovery of information in the *Action*, counsel for the *Named Plaintiffs* have obtained and reviewed millions of pages of documents, including *Plan*-governing documents and materials, communications with *Plan* participants, internal Tyco documents regarding the *Plans*, SEC filings, press releases, public statements, news articles and other publications, and other documents regarding the underlying corporate issues that the *Named Plaintiffs* allege made investment of the *Plans*' assets in the Tyco Stock Fund imprudent.

Plaintiffs' Co-Lead Counsel previously opposed a motion by the Defendants to dismiss the *Named Plaintiffs*' claims. The *Court* granted in part and denied in part that motion, including dismissing certain claims originally asserted by *Named Plaintiffs*.

Plaintiffs' Co-Lead Counsel filed a motion for certification of the *Action* as a class action. The *Court* certified this *Action* as a class action, and a notice was sent to all *Class* members on or around May 11, 2007.

Plaintiffs' Co-Lead Counsel have drafted and served on Defendants numerous discovery requests, and they have prepared and served responses to written discovery requests made by Defendants. *Plaintiffs*' Co-Lead Counsel have participated in hundreds of days of depositions and reviewed millions of pages of documents. *Plaintiffs*' Co-Lead Counsel have retained several proposed experts, which experts have investigated the facts, developed opinions, and prepared formal reports concerning the merits of the *Action* and estimates of the extent and scope of losses, damages, and available relief.

Before the *Settlements* were reached, *Named Plaintiffs* and the *Tyco Defendants* had filed motions asking the *Court* to grant partial summary judgment in their favor. The *Court* granted in part and denied in part *Named Plaintiffs*' partial summary judgment motion. The *Court* denied the *Tyco Defendants*' partial summary judgment motion without prejudice.

Settlement Discussions

These *Settlements* are the product of extensive negotiations aided by the services of an experienced mediator and advice from various consultants and experts, including individuals with expertise in ERISA fiduciary liability issues and in the estimation of potential losses or damages in cases involving ERISA fiduciary liability.

¹ In 2007, Tyco International, Ltd., split to form three publicly traded companies: Tyco International, Ltd., Tyco Electronics, Ltd., and Covidien, Ltd.

3. Why is this case a class action?

In a class action, one or more plaintiffs, called “class representatives” or “named plaintiffs” sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the “class” and are referred to individually as “class members.” One court resolves the issues for all class members together. Because the wrongful conduct alleged by *Named Plaintiffs* in this *Action* affected a large group of people in a similar way, the *Named Plaintiffs* filed this case as a class action. United States District Court Judge Paul J. Barbadoro is presiding over this case. Prior to the *Settlements*, the *Court* had certified the *Class* in the *Action* and notice of the *Action* was mailed to *Class* members on May 11, 2007.

4. Why are there *Settlements*?

The *Court* has not reached any final decisions in connection with *Named Plaintiffs*’ claims against the Defendants. Instead, the *Named Plaintiffs* and the *Tyco Defendants*, *Kozlowski*, and *Swartz* have each agreed to settle the case. In reaching the *Settlements*, they have avoided the cost and time of a trial.

As with any litigated case, the *Named Plaintiffs* would face an uncertain outcome if this case went to trial. On the one hand, continuation of the case against the *Tyco Defendants*, *Kozlowski*, and *Swartz* could result in a verdict greater than the *Settlements*. On the other hand, continuing the case against them could result in a verdict for less money than *Named Plaintiffs* have obtained in the *Settlements*, or even no recovery at all. Based on these factors, the *Named Plaintiffs* and their attorneys in this case think the *Settlements* are best for all *Class* members.

5. How do I know whether I am part of the *Settlements*?

The proceeds of these *Settlements* will be allocated only to members of the *Class*, and then only according to a *Court*-approved *Plan of Allocation*.

You are a member of the *Class* if you fall within the definition of the *Class* approved by United States District Court Judge Paul J. Barbadoro:

All persons who were participants in or beneficiaries of: the Tyco International (US) Inc. Retirement Savings and Investment Plan I; the Tyco International (US) Inc. Retirement Savings and Investment Plan II; the Tyco International (US) Inc. Retirement Savings and Investment Plan III; the Tyco International (US) Inc. Retirement Savings and Investment Plan IV; the Tyco International (US) Inc. Retirement Savings and Investment Plan V; the Tyco International (US) Inc. Retirement Savings and Investment Plan VI; and the Tyco International (US) Inc. Retirement Savings and Investment Plan VII (collectively the “*Plans*”) for whose individual accounts the *Plans* purchased and/or held shares of the Tyco Stock Fund at any time from August 12, 1998 to July 25, 2002 (the “*Class Period*”).

If you are a member of the *Class*, the amount of money you will receive, if any, will depend upon the *Court*-approved *Plan of Allocation*, described below in the answer to Question 7.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What do the *Settlements* provide?

A *Settlement Fund* consisting of seventy million five hundred twenty-five thousand dollars in United States currency (\$70,525,000 cash) is being established in the *Action*. The net amount in the *Settlement Fund*, including interest, and after payment of, and establishment of reserves for, any taxes and *Court*-approved costs, fees, and expenses, including any *Court*-approved compensation to be paid to the *Named Plaintiffs*, will be paid to the *Plans*, and after payment of implementation expenses, the remaining amount will be allocated to the *Plan* accounts of members of the *Class* according to a *Plan of Allocation* to be approved by the *Court*. If necessary, a *Plan* account will be created for those members of the *Class* who no longer have *Plan* accounts.

All *Class* members and anyone claiming through them are deemed to fully release the *Released Parties* from *Released Claims*. The *Released Parties* include *Kozlowski* and *Swartz* and the *Tyco Defendants* and their predecessor or *Successor* corporations or their officers, directors, employees, attorneys, and agents. As a general matter, the *Released Claims* include all claims arising out of or in any way related to, directly or indirectly, any of the alleged matters during the *Class Period* that were or could have been asserted in the *Action*. This means, among other things, that *Class* members will not have the right to sue the *Released Parties* for anything related to the investment of *Plan* assets in Tyco (or its predecessors’ or *Successors*’) stock or to other alleged fiduciary misconduct during the *Class Period* concerning the *Plans*.

The above description of the operation of the *Settlement* is only a summary. The governing provisions are set forth in the *Settlement Agreements* (including their exhibits), which may be obtained at TycoERISAsettlement.com, sbnny.com, or izardnobel.com or by contacting *Plaintiffs*’ Co-Lead Counsel listed on Page 3 above.

7. How much will my payment be?

Your share of the net proceeds of the *Settlements* paid into the *Plans* (the “*Net Proceeds*”), less the *Plan* expenses associated with implementing the *Plan of Allocation*, will depend on your alleged loss, compared to other *Class* members’ alleged losses, related to *Plan* investments in the Tyco Stock Fund at any time during the period from August 12, 1998, through and including July 25, 2002. Each *Class* member’s share of the *Net Proceeds* will be determined using a *Court*-approved *Plan of Allocation*. Because the *Net Proceeds* are less than the total losses alleged by the *Class*, each *Class* member’s proportionate recovery will be less than his or her alleged loss. You are not responsible for calculating the amount you may be entitled to receive under the *Settlements*. This calculation will be done as part of the implementation of the *Settlements*.

In general, your proportionate share of the *Net Proceeds* will be calculated as follows:

The *Net Loss* for each member of the *Class* will be calculated. “*Net Loss*” shall be equal to (a) the dollar amount of a participant’s *Plan* account balance invested in the Tyco Stock Fund at the beginning of the *Class Period* plus the dollar amount added to a participant’s *Plan* account balance invested in the Tyco Stock Fund during the *Class Period* minus (b) the dollar amount of a participant’s *Plan* account balance invested in the Tyco Stock Fund at the end of the *Class Period* plus the dollar amount of all dispositions of the Tyco Stock Fund during the *Class Period* credited to a participant’s *Plan* account balance.

The *Net Losses* of the participants will be aggregated to yield the loss of the *Plans* as a whole over the *Class Period* (the “*Plans’ Loss*”).

Each participant will be assigned an *Alleged Net Loss Percentage*, showing the percentage of the participant’s *Net Loss* in relation to all participants’ *Net Losses*.

Fidelity, any successor *Plan Trustee*, or third-party vendor selected by counsel for all parties shall then calculate for each participant his or her “Preliminary Individual Dollar Recovery,” or personal share of the *Net Proceeds*, by multiplying the participant’s *Alleged Net Loss Percentage* by the *Net Proceeds*.

All participants whose Preliminary Individual Dollar Recovery is less than or equal to ten dollars (\$10.00) shall be deemed to have a final share of the *Net Proceeds* of zero. Fidelity, any successor *Plan Trustee*, or an agreed-to third-party vendor shall then recalculate the *Alleged Net Loss Percentages* of the participants whose Preliminary Individual Dollar Recovery was greater than \$10.00, so as to arrive at each such participant’s “Final Individual Dollar Recovery.” The sum of the Final Individual Dollar Recoveries must equal the *Net Proceeds*.

The following participants who are Defendants in the *Action* or reporting officers of the Company pursuant to Section 16(b) of the Securities Exchange Act of 1934, 15 U.S.C. 78 p (b) are excluded from participating in the *Plan of Allocation* and shall receive no payments from the *Net Proceeds*: Jerry Boggess, Mark Foley, Irving Gutin, Jeffrey Mattfolk, Richard Meelia, Patricia Prue, Michael Robinson, Mark Swartz, and L. Dennis Kozlowski.

Do not worry if you do not have records that show your *Plan* activity. If you are entitled to a share of the *Settlement Fund*, you will receive a statement showing the amount of your share. If you have questions regarding the *Settlements* or the *Plan of Allocation*, please contact *Plaintiffs’ Co-Lead Counsel* listed on Page 3 above.

8. How can I get a payment?

You do **not** need to file a claim. If you are a *Class* member entitled to a share of the *Net Proceeds*, your share will be deposited in your *Plan* account. If you are a former *Plan* participant, if necessary, an account will be established for you in one of the *Plans*, and you will be notified of such account. If you are a former *Plan* participant and had a \$0.00 balance in June, 2007 when Tyco International, Ltd. separated into three companies, Tyco International, Ltd., Tyco Electronics, Ltd., and Covidien, Ltd.,² and you have **not** provided one of the *Plans* with your current address, please contact the Tyco International, Ltd. *Plan Trustee*, Fidelity Management Trust Company, at 800-924-8518. If you are a former *Plan* participant and had an active account balance as of the June, 2007 separation, and you have **not** provided one of the *Plans* with your current address, please contact either the Tyco International, Ltd. *Plan Trustee* at 800-924-8518, the Tyco Electronics, Ltd. *Plan Trustee* at 877-902-0243, or the Covidien, Ltd. *Plan Trustee* at 866-956-3431, based on which company you would have worked for after the separation. If you are not clear on who to call, please contact the Tyco International, Ltd. *Plan Trustee* at 800-924-8518. You may also contact (in writing) the counsel listed on Page 3 above.

9. When will I get my payment?

Payment is conditioned on several matters, including the *Court’s* approval of the *Settlements* and such approval becoming final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the *Net Proceeds* will be paid to the *Plans* and allocated to the accounts of *Class* members pursuant to the *Plan of Allocation* (described in the answer to Question 7 above) as soon as possible after final approval has been obtained for the *Settlements* (which, as noted, includes exhaustion of any appeals). Any appeal of the final approval may take several years. Any accrued interest on the *Settlement Fund* will be included in the amount paid to the *Plans* and allocated to the *Plan* accounts of *Class* members.

IF THE TYCO SETTLEMENT AGREEMENT IS TERMINATED, THERE WILL BE NO PAYMENT UNDER IT; IF THE KOZLOWSKI SETTLEMENT AGREEMENT IS TERMINATED, THERE WILL BE NO PAYMENT UNDER IT; AND IF THE SWARTZ SETTLEMENT AGREEMENT IS TERMINATED, THERE WILL BE NO PAYMENT UNDER IT.

Any of the *Settlement Agreements* may be terminated on several grounds, including if (1) the *Court* does not approve or materially modifies the *Settlements* or (2) either as modified by the *Court* or as a result of reversal or modification on appeal, the *Court’s Final Order* in the case does not satisfy certain terms of the *Settlement Agreements*. Should the *Tyco Settlement Agreement* be terminated, the *Action* will proceed between *Named Plaintiffs* and the *Tyco Defendants* as if the *Tyco Settlement Agreement* had not been entered into. Should the *Kozlowski Settlement Agreement* be terminated, the *Action* will proceed between *Named Plaintiffs* and *Kozlowski* as if the *Kozlowski Settlement Agreement* had not been entered into. Should the *Swartz Settlement Agreement* be terminated, the *Action* will proceed between *Named Plaintiffs* and *Swartz* as if the *Swartz Settlement Agreement* had not been entered into.

10. Can I get out of the *Settlements*?

You do not have the right to exclude yourself from the *Settlements*. The *Action* was certified under Federal Rule of Civil Procedure 23(b)(1) as a non-opt out class action because the *Court* preliminarily determined the requirements of that rule were satisfied. Thus, it is not possible for any participants or beneficiaries to exclude themselves from the benefits of the *Settlements*. As a *Class* member, you will be bound by any judgments or orders that are entered in the *Action* for all claims that were or could have been asserted in the *Action* or are otherwise included in the releases under the *Settlements*.

Although you cannot opt out of the *Settlements*, you can object to the *Settlements* and ask the *Court* not to approve them. See the answer to Question 13 below.

² In 2007, Tyco International, Ltd., split to form three publicly traded companies: Tyco International, Ltd., Tyco Electronics, Ltd., and Covidien, Ltd.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The *Court* has appointed the law firm Izard Nobel LLP and the law firm Stull, Stull & Brody as *Co-Lead Counsel* for *Named Plaintiffs* in the *Action*. These lawyers are also called "*Plaintiffs' Co-Lead Counsel*." You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Plaintiffs' Co-Lead Counsel will file a motion for the award of attorneys' fees and expenses. This motion will be considered at the *Fairness Hearing*. As previously described, *Plaintiffs' Co-Lead Counsel* have agreed to limit their application for an award of attorneys' fees to not more than 33 $\frac{1}{3}$ % of the *Settlement Fund*, plus reimbursement of expenses incurred in connection with the prosecution of the *Action*. The *Tyco Defendants*, *Kozlowski*, and *Swartz* have not agreed to the amount of fees that will be requested by counsel for the *Named Plaintiffs* and will not take any position on that matter before the *Court*.

OBJECTING TO THE SETTLEMENTS OR THE ATTORNEYS' FEES

You can tell the *Court* that you do not agree with the *Settlements* or some part of them, including the attorneys' fees and expenses the attorneys intend to seek.

13. How do I tell the Court that I do not like the Settlements?

If you are a *Class* member, you can object to the *Settlements* if you do not like any part of them. You can give reasons why you think the *Court* should not approve them. To object, you must send a letter or other written filing saying that you object to the *Settlements*. Be sure to include your name, address, telephone number, signature, and a full explanation of all reasons you object to the *Settlements*. **Your written objection must be served on the following counsel and must be postmarked by no later than November 4, 2009:**

PLAINTIFFS' CO-LEAD COUNSEL Robert A. Izard, Esq. William Bernarduci, Esq. Wayne T. Boulton, Esq. IZARD NOBEL LLP 29 South Main Street, Suite 215 West Hartford, CT 06107 Edwin J. Mills, Esq. Michael J. Klein, Esq. STULL, STULL & BRODY 6 East 45th Street New York, NY 10017	TYCO'S COUNSEL Elizabeth F. Edwards, Esq. MCGUIREWOODS LLP One James Center 901 East Cary Street Richmond, VA 23219
SWARTZ'S COUNSEL Michael J. Grudberg, Esq. STILLMAN, FRIEDMAN & SHECHTMAN, P.C. 425 Park Avenue New York, NY 10022 Tel: 212-223-0200 Fax: 212-223-1942	KOZLOWSKI'S COUNSEL Jyotin Hamid, Esq. DEBEVOISE & PLIMPTON LLP 919 Third Avenue New York, NY 10022

You must also file your objection with the Clerk of the United States District Court for the District of New Hampshire. The address is Clerk of the United States District Court for the District of New Hampshire, 55 Pleasant Street, Concord, NH 03301-3941. **Your objection must be postmarked no later than November 4, 2009.**

THE COURT'S FAIRNESS HEARING

The *Court* will hold a hearing to decide whether to approve the *Settlements* as fair, reasonable, and adequate (the "*Fairness Hearing*"). You may attend the *Fairness Hearing* and you may ask to speak, but you do not have to attend.

14. When and where will the Court decide whether to approve the Settlements?

The *Court* will hold a *Fairness Hearing* at **11:00 a.m. on November 18, 2009**, at the United States District Court for the District of New Hampshire, 55 Pleasant Street, Concord, NH 03301, in the third-floor courtroom or in the courtroom then occupied by United States District Court Judge Paul J. Barbadoro. At that hearing, the *Court* will consider whether the *Settlements* are fair, reasonable, and adequate. If there are objections, the *Court* will consider them. After the *Fairness Hearing*, the *Court* will decide whether to approve the *Settlements*. The *Court* will also rule on the motions for attorneys' fees and expenses. We do not know how long these decisions will take.

15. Do I have to come to the hearing?

No. *Plaintiffs' Co-Lead Counsel* will answer questions Judge Barbadoro might have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to *Court* to talk about it. As long as you mailed your written objection on time, it will be before the *Court* when the *Court* considers whether to approve the *Settlements* as fair, reasonable, and adequate. You also may pay your own lawyer to attend the *Fairness Hearing*, but such attendance is not necessary.

16. May I speak at the hearing?

If you are a *Class* member, you may ask the *Court* for permission to speak at the *Fairness Hearing*. To do so, you must send a letter or other paper called a “Notice of Intention to Appear at Fairness Hearing in *Overby et al. v. Tyco Int’l Ltd., et al.*, Civil Action No. 02 CV 1357-B.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the attorneys listed in the answer to Question 13 above, postmarked no later than **November 4, 2009**, and must be filed with the Clerk of the Court at the address listed in the answer to Question 13, postmarked no later than **November 4, 2009**.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing and you are a *Class* member, you will participate in the *Settlements* of the *Action* as described above in this Notice if the *Settlements* are approved.

GETTING MORE INFORMATION

18. Are there more details about the *Settlements*?

This Notice summarizes the proposed *Settlements*. The complete *Settlements* are set forth in the *Settlement Agreements*. You may obtain a copy of the *Settlement Agreements* by making a written request to *Plaintiffs’ Co-Lead Counsel* listed on Page 3 above. Copies may also be obtained at TycoERISAsettlement.com, izardnobel.com, or ssbny.com. The *Settlement Agreements* also were filed with the Clerk of the Court and may be obtained from the Clerk’s office directly.

DATE: SEPTEMBER 21, 2009