

Must be Postmarked
No Later Than
December 22, 2015

Invacare Securities Class Action Settlement
c/o GCG
P.O. Box 10209
Dublin, OH 43017-3909
Toll-Free: (888) 821-7768
www.InvacareSecuritiesClassActionSettlement.com



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION
Government of Guam Retirement Fund, et al., v. Invacare Corporation, et al.
Case No. 1:13CV1165

PROOF OF CLAIM AND RELEASE FORM

YOU MUST MAIL YOUR COMPLETED AND SIGNED FORM POSTMARKED ON OR BEFORE DECEMBER 22, 2015, TO BE POTENTIALLY ELIGIBLE TO SHARE IN THE SETTLEMENT.

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IMPORTANT: Before Completing This Proof of Claim, Please Carefully
Read the Enclosed Instruction Sheet.

QUESTIONS? CALL TOLL-FREE (888) 821-7768 OR VISIT WWW.INVACARESECURITIESCLASSACTIONSETTLEMENT.COM

To view GCG's Privacy Notice, please visit www.GardenCityGroup.com/privacy



PART I - CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last): / **Joint Owner's Name:**

[Grid for Beneficial Owner's Name and Joint Owner's Name]

Street Address:

[Grid for Street Address]

[Grid for Street Address]

City:

[Grid for City]

State or Province:

Zip Code:

[Grid for State or Province]

[Grid for Zip Code]

Country (Other than U.S.):

[Grid for Country]

Daytime Telephone Number:

Evening Telephone Number:

([Grid]) [Grid] - [Grid]

([Grid]) [Grid] - [Grid]

Social Security Number or Taxpayer ID Number:

[Grid for Social Security Number or Taxpayer ID Number]

Email Address:

[Grid for Email Address]

Record Owner's Name

(if different from the Beneficial Owner listed above):

[Grid for Record Owner's Name]

IDENTITY OF CLAIMANT (check only one box):

- Individual/Sole Proprietor Joint Owners Pension Plan Trust Partnership
- Corporation IRA
- Other (describe: [Grid])

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Claim Form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at (888) 821-7768, or visit their website at www.InvacareSecuritiesClassActionSettlement.com, to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

NOTE: Separate Claim Forms should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions in Invacare common stock) on one Claim Form, no matter how many accounts the transactions were made in.



PART II - TRANSACTIONS IN INVACARE COMMON STOCK

A. INITIAL INVACARE COMMON STOCK HOLDINGS: State the number of shares of publicly traded Invacare common stock the Claimant owned at the opening of trading on **February 27, 2009**. If none, write "zero" or "0". If other than zero, be sure to attach the required documentation.

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B. INVACARE COMMON STOCK PURCHASES: List all purchases or acquisitions of shares of publicly traded Invacare common stock made between **February 27, 2009** and **December 7, 2011**, inclusive. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding commissions, transfer taxes or other fees)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

C. ADDITIONAL INVACARE COMMON STOCK PURCHASES: State the number of shares of publicly traded Invacare common stock purchased during the period **December 8, 2011** through **March 6, 2012**, inclusive (must be documented; if none, write "0" or zero).

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D. INVACARE COMMON STOCK SALES: List all sales of shares of publicly traded Invacare common stock made between **February 27, 2009** and **March 6, 2012**, inclusive. Sales includes all dispositions of shares of publicly traded Invacare common stock. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding commissions, transfer taxes or other fees)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

E. UNSOLD INVACARE COMMON STOCK HOLDINGS AT THE CLOSE OF TRADING ON MARCH 6, 2012: State the number of shares of publicly traded Invacare common stock the Claimant owned at the close of trading on **March 6, 2012**. Be sure to attach the required documentation.

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS
PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.**



PART III - RELEASE OF CLAIMS AND SIGNATURE

Definitions

“Defendants” means Invacare Corporation, Gerald B. Blouch, and A. Malachi Mixon, III.

“Defendants’ Releasees” means Defendants and their current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, estates, assigns, assignees, employees, attorneys and insurers, in their capacities as such.

“Released Plaintiffs’ Claims” means all manner of claims and causes of action, suits, debts, dues, charges, complaints, liabilities, obligations, promises, agreements, controversies, damages and expenses, of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that Lead Plaintiff or any other member of the Settlement Class (i) asserted in the Complaint, or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase of publicly traded common stock of Invacare during the Settlement Class Period. Released Plaintiffs’ Claims do not include (i) any claims relating to the enforcement of the Settlement, or (ii) any Excluded Claims.

“Excluded Claims” means (i) any claims asserted in the ERISA action encaptioned *Murray v. Invacare Corporation*, 13-cv-01882 (N.D. Ohio) (the “ERISA Action”), and (ii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court. By including the claims asserted in the ERISA Action in the definition of Excluded Claims, the Parties do not intend to limit any arguments or defenses in the ERISA Action.

“Settlement Class” means all persons and entities who or which purchased or otherwise acquired the publicly traded common stock of Invacare between February 27, 2009, and December 7, 2011, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are Defendants; members of the Immediate Family of each of the Individual Defendants; the Officers and/or directors of Invacare; any person, firm, trust, corporation, Officer, director or other individual or entity in which any Defendant has a controlling interest (a greater than 50% voting equity interest); and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. For purposes of this definition, the Invacare Retirement Savings Plan shall not be deemed an affiliate of any Defendant. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court.

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

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

Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Defendants’ Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

“Released Defendants’ Claims” means all manner of claims and causes of action, suits, debts, dues, charges, complaints, liabilities, obligations, promises, agreements, controversies, damages and expenses, of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendants. Released Defendants’ Claims do not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

The Release

I (We) understand and acknowledge that without further action by anyone, upon the Effective Date of the Settlement, each Settlement Class Member, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’ Claim against the Defendants and the other Defendants’ Releasees, and shall forever be enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees, whether or not a Claim Form is executed and delivered by, or on behalf of, such Settlement Class Member, and whether or not I (we) share in the Settlement Fund.



PART III - RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Claim Form under the terms of the Stipulation and Agreement of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of Ohio, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or acquisitions of shares of publicly traded Invacare common stock during the Settlement Class Period and know of no other person having done so on my (our) behalf.

I (We) hereby fully, finally and forever release, relinquish and discharge each and every one of the Released Plaintiffs' Claims against each and every one of the Defendants' Releasees, as defined above.

I (We) hereby acknowledge that the Claimant(s) is a (are) Settlement Class Member(s), as defined herein and in the Notice, and

1. that I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in publicly traded Invacare common stock during the Settlement Class Period;
2. that I (we) own(ed) the publicly traded Invacare common stock identified in the Claim Form, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
3. that Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;
4. that I (we) agree to furnish such additional information with respect to this Claim Form as the parties, the Claims Administrator or the Court may require;
5. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
6. that I (we) have included information about all of my (our) transactions in publicly traded Invacare common stock which occurred during the Settlement Class Period; and
7. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Claim Form are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

***If Claimant is other than an individual, or is not the person completing this form,
the following also must be provided:***

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)



REMINDER CHECKLIST

- * Please sign the Certification Section of the Proof of Claim and Release Form.
- * If this claim is being made on behalf of Joint Claimants, then both must sign.
- * Please remember to attach supporting documents.
- * **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
- * Keep a copy of your Proof of Claim and Release Form and all documentation submitted for your records.
- * If you desire an acknowledgement of your Proof of Claim and Release Form, please send it Certified Mail, Return Receipt Requested.
- * If you move, please send your new address to:

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Do not use a highlighter on the Proof of Claim and Release Form or supporting documentation.

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Dublin, OH 43017-3909**

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