

PROOF OF CLAIM FORM

INSTRUCTIONS

ONLY CLASS MEMBERS THAT COMPLETED A CLAIM FORM BEFORE MARCH 23, 2022 ARE ELIGIBLE TO COMPLETE THE PROOF OF CLAIM FORM

YOUR PROOF OF CLAIM FORM MUST BE FULLY COMPLETED, SIGNED AND TIMELY SUBMITTED TO THE SPECIAL MASTER WITH REQUIRED DOCUMENTATION TO BE ELIGIBLE FOR SETTLEMENT FUNDS

1. PRELIMINARY DESCRIPTION OF THE TIERS AND DRIVE THROUGH CLAIMS INCLUDED IN THE SETTLEMENT

For the purpose of preliminary allocations of the Settlement Funds, all claims shall be categorized as Tier 1; Tier 2 and/or Tier 3, Drive Through claims and applicable Enhancements:

- **"Tier 1 area" means:** North of Willis Ave. (south boundary); East of Austin St. railroad tracks (west boundary); West of Richmond St. (east boundary); and South of Louisiana Ave./Carolina Avenue (north boundary).
- **"Tier 2 area" means:** North of Louisiana Ave./Carolina Avenue (south boundary); East of Austin St. railroad tracks. (West boundary); West of Richmond St. (east boundary); and South of Redmond Street (north boundary).
- **"Tier 3" means:** All areas other than Tier 1 and Tier 2 within the geographic boundary set by the Court for the class.
- **Drive Through claimants** are those that have made a claim but were not stationary within the geographic boundaries of Tier 1, 2 and/or 3 during the Release on June 10, 2015, and do not either reside nor own property within Zones 1, 2 or 3 on June 10, 2015.
- A map of the Class Area Ordered by the Court can be viewed on the Court's website at <https://www.laed.uscourts.gov/case-information/international-paper>

2. TIER CLAIMS AND DRIVE THROUGH CLAIMS

Whether you are Eligible for Compensation for a Tier Claim is Within the Sole Discretion of the Special Master

A. IMMOVABLE PROPERTY CLAIM- DOCUMENTATION OF YOUR DAMAGES IS REQUIRED

A Claimant may make an **Immovable Property Claim** (includes property damage, vegetation, and nuisance claims) for up to 2 properties. To recover for a **Tier 1 or Tier 2 Immovable Property Claim** (includes property damage, vegetation, and nuisance claims), **the claimant must submit proof of at least a 50% ownership interest in the piece of immovable property for which the claimant is making claim and a time-stamped picture dated June 10 or 11, 2015 of visible black liquor droplets on the property or before and after photographs of vegetation and/or other Credible Evidence of property damage that were alleged to be damaged by the black liquor release on June 10, 2015.** "Credible Evidence" means evidence that is more than the mere statement of a claimant that is otherwise satisfactory to the Special Master as proof of the allegation at issue.

Any Claimant who makes a Tier 1 claim is precluded from also making a Tier 2 or Tier 3 claim. Any Claimant who makes a Tier 2 claim is precluded from also making a Tier 1 or Tier 3 claim. Any Claimant who makes a Tier 3 claim is precluded from also making a Tier 1 or Tier 2

claim. **This does not preclude a claimant from making Enhancement claims for which he is eligible, regardless of any potential Tier 1, 2 or 3 claim.**

A Tier 1 or Tier 2 Drive Through Claimant may only recover from that fund. All other Tier 1 Claimants may participate in up to 2 Tier 1 funds. This does not preclude a claimant from making Enhancement claims for which you are eligible.

Tier 2 Claimants may only recover from a single Tier 2 fund. Tier 3 Claimants may only recover from the Tier 3 fund. This does not preclude a claimant from making Enhancement claims for which you are eligible.

B. PERSONAL INJURY CLAIMS- MEDICAL DOCUMENTATION IS REQUIRED

To recover from a **Tier 1 or Tier 2 Personal Injury** Fund (includes physical personal injury and emotional distress and/or nuisance claims), a **Claimant must present proof of at least a 50% ownership interest in a piece of immovable property located in the Tier 1 or Tier 2 area or a certified medical record showing that you sought medical treatment for the alleged injuries (physical or emotional) within 14 days of the release.**

C. MOVABLE PROPERTY CLAIMS- DOCUMENTATION OF YOUR DAMAGES IS REQUIRED

To recover from a **Tier 1 or Tier 2 Movable Property** Fund (excluding vegetation claims, which are recoverable only with an Immoveable Property Claim), a **Claimant must have a time- stamped picture dated June 10 or 11, 2015 of visible black liquor droplets on your movable property or before and after photographs of vegetation and/or Credible Evidence of the property damage which you alleged to be damaged by the black liquor release on June 10, 2015.**

D. DRIVE THROUGH CLAIMS -DOCUMENTATION OF YOUR CLAIM IS REQUIRED

To recover as a **Tier 1 or Tier 2 Drive Through Claimant**, you must present either a certified medical record showing you sought medical treatment for the alleged injuries (physical or emotional) within 14 days of the release or a time-stamped picture dated June 10 or 11, 2015 of visible black liquor droplets on your vehicle. and/or Credible Evidence of the property damage that you alleged to be damaged by the black liquor release on June 10, 2015

E. TIER 3 CLAIM -DOCUMENTATION OF YOUR CLAIM & DAMAGES ARE REQUIRED

To recover as a **Tier 3 Claimant**, a **Claimant must submit proof of at least a 50% ownership interest in the piece of immovable property within the Class Area, evidence of residency and/or credible evidence of stationary exposure in a Tier 3 area on June 10, 2015, coupled with Credible Evidence of damage or present a certified medical record showing that the Claimant sought medical treatment for the alleged injuries (physical or emotional) within 14 days of the release.**

3. ENHANCEMENTS

Whether You are Eligible for an Enhancement is within the Sole Discretion of the Special Master

A. TIER 1, 2 AND 3 OWNER ENHANCEMENT -DOCUMENTATION REQUIRED

To recover an enhancement from the “**Tier 1 Owner Enhancement 1st Property**”, a claimant must present evidence of ownership of at least 50% of a property within Tier 1 on June 10, 2015. Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor’s office reflecting your ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

To recover an enhancement from the “**Tier 2 Owner Enhancement 1st Property**”, a claimant must present evidence of ownership of at least 50% of a property within Tier 2 on June 10, 2015. Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor’s office reflecting your ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

To recover an enhancement from the “**Tier 3 Owner Enhancement 1st Property**”, a claimant must present evidence of ownership of at least 50% of a property within Tier 3 on June 10, 2015. Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor’s office reflecting your ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

To recover an enhancement from the “**Tier 1 Owner Enhancement 2nd Property**”, a claimant must present evidence of ownership of at least 50% of a property of a 1st property within the geographic boundary set by the Court and a second property owned within Tier 1 on June 10, 2015. Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor’s office reflecting your ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

To recover an enhancement from the “**Tier 2 Owner Enhancement 2nd Property**”, a claimant must present evidence of ownership of at least 50% of a property of a 1st property within the geographic boundary set by the Court and a second property owned within Tier 2 on June 10, 2015. Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor’s office reflecting your ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

To recover an enhancement from the “**Tier 3 Owner Enhancement 2nd Property**”, a claimant must present evidence of ownership of at least 50% of a property of a 1st property within the geographic boundary set by the Court and a second property owned within Tier 3 on June 10, 2015. Examples of such evidence include, but are not limited to, a Bill of Sale, Assessment from the Washington Parish Assessor’s office reflecting your ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

Claimants that own more than two properties within the geographic boundary set by the Court cannot claim full recovery for any such additional properties. However, claimant’s that own ore than 2 properties within the geographic boundary are eligible to receive a single “**Bonus Owner Enhancement**” without regard to the number of additional properties owned or location or Tier placement within the geographic boundary set by the court.

To recover an enhancement from the “Bonus Owner Enhancement” fund, a **claimant must present evidence of ownership of at least 50% of a property of two (2) additional properties within the geographic boundary set by the Court (Tier 1, 2 or 3) and a third property within the geographic boundary set by the Court owned on June 10, 2015 (Tier 1, 2 or 3).** Examples of such evidence include, but are not limited to, a Bill of Sale, Assessment from the Washington Parish Assessor’s office reflecting your ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

B. RESIDENT IN TIER 1, 2 & 3 IN EXCESS OF TWO YEARS ENHANCEMENT

To recover an enhancement from the “**Tier 1 Resident in excess of 2 years**”, a claimant must present evidence of residency or domicile within Tier 1 on June 10, 2015 and for two years prior to June 10, 2015. Examples of such evidence include, but are not limited to a lease, utility bill in the name of the claimant, Affidavit of Landlord, government issued identification bearing the name of the claimant, Driver’s license or other similar evidence reflecting your residency on June 10, 2015 and two years prior thereto.

To recover an enhancement from the “**Tier 2 Resident in excess of 2 years**”, a claimant must present evidence of residency or domicile within Tier 2 on June 10, 2015 and for two years prior to June 10, 2015. Examples of such evidence include, but are not limited to a lease, utility bill in the name of the claimant, Affidavit of Landlord, government issued identification bearing the name of the claimant, Driver’s license or other similar evidence reflecting your residency on June 10, 2015 and two years prior thereto.

To recover an enhancement from the “**Tier 3 Resident in excess of 2 years**”, a claimant must present evidence of residency or domicile within Tier 3 on June 10, 2015 and for two years prior to June 10, 2015. Examples of such evidence include, but are not limited to a lease, utility bill in the name of the claimant, Affidavit of Landlord, government issued identification bearing the name of the claimant, Driver’s license or other similar evidence reflecting your residency on June 10, 2015 and two years prior thereto.

C. CLASS SERVICES ENHANCEMENT

Claimants that have been active in assisting the class in providing service to the class may be eligible for a “**Class Services Enhancement**” upon presentation of documentation of their services to the class, including but not limited to, serving as a Class Representative, Executing an Affidavit(s) to assist with Motions or trials on behalf of the class. However, allocation of awards for the “Class Services Enhancement” shall be made by the Special Master dependent upon the value of the services and funds available to compensate all claimants claiming the “Class Services Enhancement.”

D. DEPOSITION ENHANCEMENT

Claimants that have been active in assisting the class in providing a Deposition as a service to the class may be eligible for a “**Deposition Enhancement**” upon presentation of documentation of their services to the class, including but not limited to, providing a copy of your Deposition with your claim.

E. EXTRAORDINARY CLAIM ENHANCEMENT






Claimants that have been active in assisting the class in providing service to the class may be eligible for an “**Extraordinary Claim Enhancement**” upon presentation of documentation of the extraordinary nature of their claim. This claim can be in addition to the types of claims specified in the settlement approved by the Court or based upon proof of a compensable claim or enhancement which does not meet the exacting criteria of the types of claims but which upon presentation reflects evidence that it should be compensated pursuant to the spirit of the settlement approved by the Court for the types of claims set forth herein made by persons or property exposed to Black Liquor on June 10, 2015. Allocation of awards for an “Extraordinary Claim Enhancement” shall be made by the Special Master dependent upon the value of the claim based upon evidence presented and funds available to compensate all claimants claiming the “Extraordinary Claim Enhancement.”

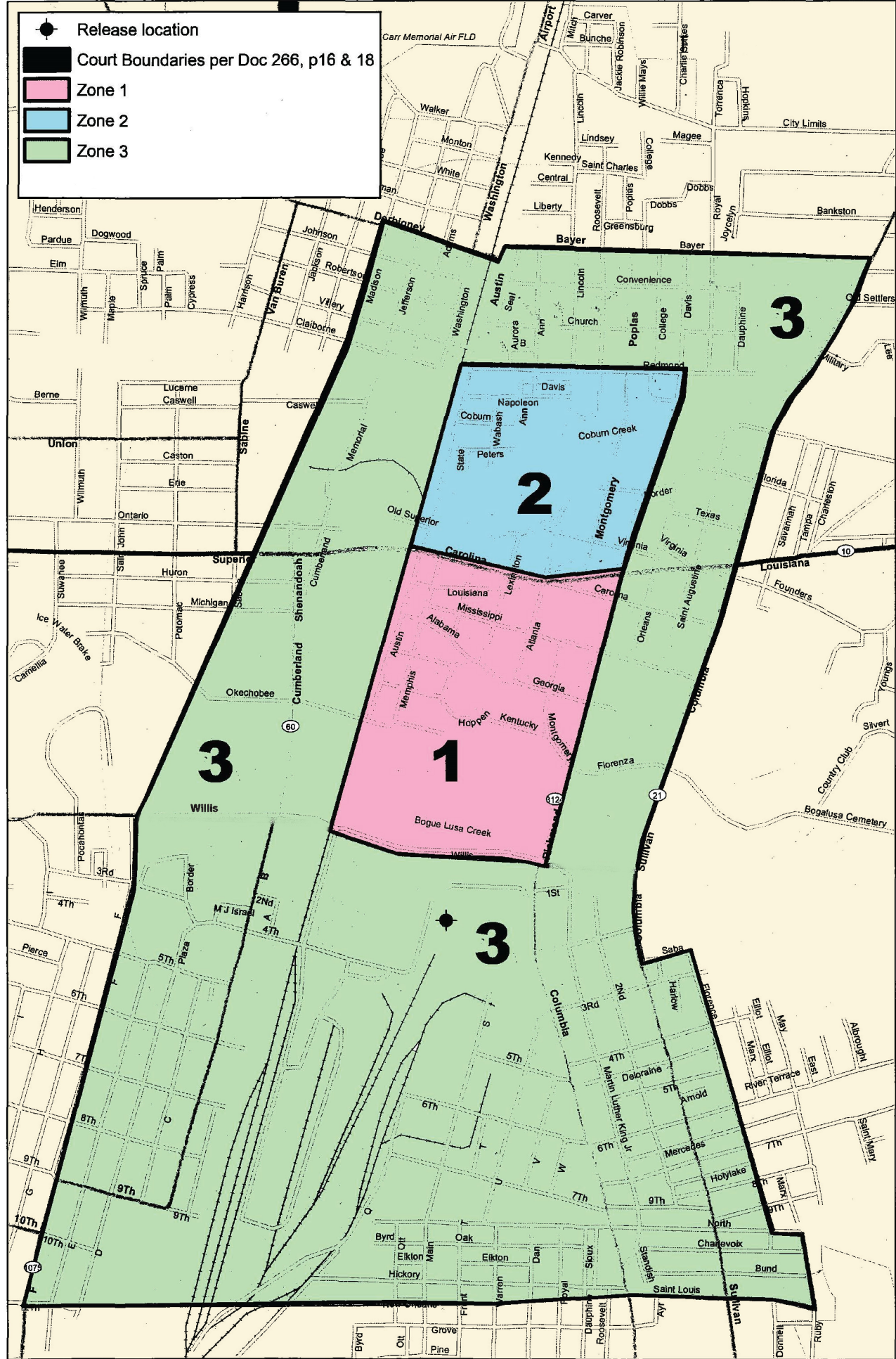
An example of an Extraordinary Claim may include a personal injury claim of a claimant that was exposed to Black Liquor on June 10, 2015, in a Tier 3 location but has medical documentation of treatment reflective of a condition anticipated by the IP SDS of Black Liquor, including but not limited, to symptoms related to or exacerbation of pre-existing respiratory conditions such as COPD and/or asthma. These claims can also include property damage claims for claimants within any Tier or any other extraordinary claim deemed compensable by the Special Master.

4. DOCUMENTATION

- Documentation of your claim may be provided in hard copy or electronically to the Special Master
- Documentation of your capacity to sign for another person must be attached for you to receive funds.
- A valid Government Identification document must be submitted with your Proof of Claim Form
- Documentation required for your claim, credible evidence of damages and/or an Enhancement must be provided with your Proof of Claim Form.
- Additional documentation required for claims made in representative capacity.
 - i. Surviving spouse – Marriage Certificate or other proof and death certificate of spouse
 - ii. Surviving child – Birth Certificate or other proof of heirship and death certificate of parent
 - iii. Parent of minor child – Birth Certificate of child, copy of custody documentation or other authority to act on behalf of the child, Affirmation of Authority to act on behalf of minor
 - iv. Power of Attorney – original or certified copy of Power of Attorney
- If you fail to submit required documentation, the Special Master may allow you an additional 14 days to cure your deficiency. Failure to timely cure the deficiency in your Proof of Claim Form or required documentation can result in the dismissal or denial of your claim at the sole discretion of the Special Master.
- Please refer to the Court’s website for additional information at:
<https://www.laed.uscourts.gov/case-information/international-paper> or
Email Class Counsel at: ipblackliquorsettlement@howardandreed.com

Note to Claimant: If you need additional space to complete your Proof of Claim Form or provide additional comments, please use a separate sheet of paper.

-  Release location
-  Court Boundaries per Doc 266, p16 & 18
-  Zone 1
-  Zone 2
-  Zone 3



Slocum v International Paper - Settlement Zones

PROOF OF CLAIM FORM

This Proof of Claim and Release and Indemnity Must Be Completed Fully, Include Documentation of Your Claim and be Signed Under Penalty Of Perjury for Your Claim to be Considered for Payment. Cooperation with the Court Appointed Special Master to Complete Your Proof of Claim With Credible Evidence is Required.

Failure to Timely Complete and Submit Your Signed Proof of Claim Form and Documentation Will Result in the Denial of Your Claim

Government ID Attached: ____ (Check to Confirm)

Name of Attorney, if any: _____

Claimant Profile Sheet- for Special Master

Claimant: _____	Claimant SSN: _____	DOB: _____	Age: ____
Representative, if applicable: _____	Relationship of Representative: _____		
Proof of Capacity: BC POA Other: _____	Telephone: _____	Alt Contact: _____	
Current Mailing Address: _____	City: _____	St. _____	Zip: _____
Residence on 6/10/2015: _____	City: _____	St. _____	Zip: _____

Note: Drive Through or Zone 2 Claims only circle 1 type of damage. Zone 1 can make up to 2 types of damage claim. Zone 3 circle all types of claims that that apply.

TIER OF HIGHEST DAMAGE CLAIM: ____ (Tier 1, 2 3 or Drive Through (DT))

TYPE OF TIER CLAIM: (Circle) **Immovable Property** **Movable Property** **Personal Injury** **Drive Through**

Highest Tier Street Address at time of incident: _____	If Dive Through Only, Check Here: ____
Basis of Highest Tier Designation: Circle One: Owner Resident Stationary Drive Through	
Proof of Damage Claim: See instructions for Proof requirements (Use Additional paper, if necessary)	
<input type="checkbox"/> Proof Attached	
<input type="checkbox"/> Type of 2 nd Tier 1 Claim, if any (Circle): Immovable Property Movable Property Personal Injury	
Type of Proof (Circle): Driver's License Photograph Receipt(s) Other: _____	
<input type="checkbox"/> Type of Tier 3 Claim: Describe _____	
Type of Proof (Circle): Driver's License Photograph Receipt(s)	
Other: _____	
Description of Damage Claimed: _____	

Enhancement Claim Information: (See Instructions for Required Proof)

- A. **Property Ownership Enhancements: (If Property Owner on June 10, 2015):**
- Tier of 1st Property: _____ Street Address: _____
Proof Attached (Initial)____ Type of Proof Attached: Assessor Deed Succession Document
Other _____
- Tier of 2nd Property: _____ Street Address: _____
Proof Attached (Initial)____ Type of Proof Attached: Assessor Deed Succession Document
Other _____
- Bonus Property Ownership Enhancement**
- 3 OR MORE PROPERTIES OWNED IN TIER _____(Tier #1, 2 OR 3) Proof Attached (Initial)____
Street Addresses and Tier of Each Property in Addition to properties listed above (Use separate sheet if needed): _____
Type of Proof Attached (Circle): Assessor Deed Succession Other _____
- B. Resident Of Tier: _____ (1, 2 Or 3) For Two Or More Years On And Before June 10, 2015 Enhancement**
Street Address: _____ Proof ATTACHED: (Initial): _____
Type of Proof Attached: (Circle All that Apply) Utility Bill Lease/Landlord Documentation Driver's License
Other: _____
- C. Class Services Enhancement**
Description _____

- D. Deposition Enhancement** Deposition Excerpt Attached (Initial) _____
Date of Deposition: _____
- E. Extraordinary Claim Enhancement**
Description of Basis of Claim for Extraordinary Claim

Attach additional Sheets for Additional Comments Regarding Claim (if necessary).

RELEASE AND INDEMNITY

I understand and acknowledge that pursuant to the Settlement Agreement, I am releasing claims against International Paper (including Released Parties (as defined below) related to the Incident (as defined in the Settlement Agreement. I further understand and acknowledge that I am obligated to indemnify Released Parties pursuant to the indemnity provisions below, all as set forth in the Settlement Agreement:

The undersigned hereby releases, acquits and covenants not to sue any Released Party (defined below) from any Released Claim (defined below).

DEFINITIONS:

A. Released Party. “Released Party” or “Released Parties” shall mean IP, International Paper Company and its respective parents, subsidiaries, affiliates, divisions, predecessors, successors, heirs, legal representatives, legatees and/or assigns, together with past, present and future officers, directors, board members, shareholders, members, presidents, managers, partners, employees, distributors, retail dealers, agents, servants, representatives, consultants, in-house or outside attorneys, insurers, and reinsurers of each of the foregoing.

B. Released Claims

“Released Claim” or “Released Claims” shall mean any and all claims against any Released Party whatsoever (a) arising out of, in any manner related to, or connected in any way with the Incident and/or any act and/or failure to act related in any way to any of the foregoing, and/or (b) for any and all losses, damages and/or injuries arising from, in any manner related to, or connected in any way with all and/or any of the foregoing, including but not limited to any and all claims that I have, may have, or may have had, regardless of whether such claim is known or unknown, filed or unfiled, asserted or as yet unasserted, or existing or contingent and whether asserted by petition, complaint, cross-claim, third party demand, or otherwise (or any judgment or order entered on such claims), and regardless of the legal theory or theories of &mazes involved.

Without in any way limiting the foregoing, Released Claims include any claim against the Released Parties under any theory of liability for which any such Released Party was found potentially liable pursuant to the Court’s January 3, 2022, Findings of Fact and Conclusions of Law [Rec Doc 509], including without limitation any claim for liability under Louisiana Civil Code Articles 2315, 2317, 2317.1, and/or 667.

- i. The term “Released Claim” or “Released Claims” includes, but is not limited to, the following claims arising out of, in any manner related to, or in any way connected with the Incident
 1. For personal injury, Bodily Injury (as defined in the Settlement Agreement) (including death), property damage, clean-up of property, diminution of property value, foreclosure, groundwater contamination, sediment contamination, soil contamination, economic loss, mental or physical pain or suffering, emotional or mental harm, fear, fear of illness or disease, fear of developing illness or disease, flight, mental or emotional distress, pain and suffering, loss of earnings, impairment of

earning capacity, loss of consortium, loss of support, love and affection, equity and medical monitoring, bystander liability, wrongful death, survival actions, breach of contract, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

2. For nuisance, trespass, inconvenience, loss of use or enjoyment, negligence, private nuisance, custody of a thing containing a vice or defect, strict liability, liability for ultrahazardous activities or conduct, absolute liability, wanton and reckless misconduct, malicious misconduct, servitude or obligation of vicinage, abuse of right, or any other liability legally asserted or assertable under any federal, state, or local statute, law, directive or regulation, negligent discharge of a hazardous substance, unjust enrichment, or negligent misrepresentation;
3. For natural resources damages;
4. For any claim relating in whole or in part to any breach of any fiduciary duty and/or any breach of loyalty by any of the Released Parties;
5. For damages resulting in whole or in part from exposure of any of my property to hazardous or allegedly hazardous, toxic, dangerous or harmful substances;
6. For derivative or vicarious liability arising out of the conduct or fault of others for which the Released Parties may be responsible;
7. For any right legally assertable by me now or in the future, whether the claim is personal to me, derivative of a claim now or in the future, or as assignee, successor, survivor, legatee, beneficiary, subrogee, or representative of me;
8. For a past, present, future, known, unknown, foreseen, unforeseen, contingent, nascent, mature claim or a claim arising at law, in equity or otherwise, including but not limited to, claims for survival and wrongful death;
9. For any claim, right, or action arising out of, based on, or relating to anybody of law whatsoever; and for all injuries or damages of any type, nature, or character arising from, attributable to, or in any way resulting from the Incident (as defined in the Settlement Agreement);
10. For any conduct of any of the Released Parties with respect to, arising out of or in any way resulting from the Incident; however, this provision is not intended to prevent or impede the enforcement of claims or entitlements to benefits under this Settlement;
11. For any claim, known or unknown, for contribution, subrogation, or indemnity, contractual or otherwise, arising out of, attributable to, or in any way related to the Incident.

C. The term “Released Claim” or “Released Claims” also includes, but is not limited to, the following causes of action arising out of, in any manner related to, or in any way connected with the Incident

- i. Strict liability;
- ii. Negligence;
- iii. Private and public nuisance;
- iv. Tort;
- v. Equity and medical monitoring;
- vi. Breach of contract;
- vii. Loss of use;
- viii. Loss of enjoyment;
- ix. All statutory claims;
- x. Personal injury, including death therefrom, related statutory violations, and emotional distress and mental anguish;
- xi. Bodily injury, including death therefrom, and emotional distress and mental anguish;
- xii. Indemnity;
- xiii. Contribution;
- xiv. Negligence per se;
- xv. Violations of any federal or state environmental laws including, but not limited to, the Resource Conservation and Recovery Act, the Clean Air Act, the Water Pollution Control Act, and the Emergency Planning and Community Right to Know Act, the Comprehensive Environmental Response, Compensation, and Liability Act or Louisiana Hazardous Substances Act.
- xvi. Negligent discharge of a hazardous substance;
- xvii. Unjust enrichment;
- xviii. Negligent misrepresentation;
- xix. Relief by way of subrogation, contractual indemnity, common law indemnity and/or contribution against the Released Parties;
- xx. Attorneys’ fees and any and all costs and expenses of litigation; and
- xxi. Fraud

INDEMNITY AGREEMENT

- A. It is my intent that the Released Parties shall not again be subject to litigation or liability by or on behalf of me with regard to any claim arising out of, directly or indirectly, or in any way related to, the Released Claims. It is further my intention Parties that the Released Parties be dismissed from the Litigation (as defined in the Settlement Agreement) and the Related Actions (as defined in the Settlement Agreement) and that they never again be required to litigate any suit, claim or action by me arising out of or in any way related to, directly or indirectly, the Incident.
- B. To the extent the claim described in this section arises out of a claim of mine, I shall defend, indemnify, and hold harmless the Released Parties from and against: (I) any and all past, present or future claims, demands, suits, causes of actions, rights, of action, liabilities, liens privileges, or judgment of any kind whatsoever (including all expenses, costs and attorneys fee expenses related thereto) by, on behalf of; through, or deriving from the claims of mine, or by, on behalf of, through or deriving from my heirs, executors, representatives, attorneys or former attorneys, successor, employers, insurers, employers’ insurers, health insurers, health care providers, assignee, subrogees, predecessors in interest, successors in interest,

beneficiaries or survivors related to the Released Claims; and (2) any claims for contribution, indemnity, and/or subrogation, whether arising under tort, contract or otherwise, related to or connected in any way with the Released Claims of mine. The indemnity and defense obligation in this agreement shall include any and all claims, demands, suits, causes of action, rights of action, liabilities, liens or judgment of any kind whatsoever (including any claims of the Released Parties for reasonable attorneys' fees and costs) related, directly or indirectly, to the disbursement of or from, or the failure to make disbursement of or from, the appropriate Settlement Fund(s) with respect to the me.

- C. I agree to indemnify, defend and hold harmless the Released Parties from any claim by a Governmental Authority Third-Party Payer/Provider (as defined in the Settlement Agreement) related to my claim, including any action to recover or recoup benefits that have been paid or will be paid by any Governmental Authority Third-Party Payer/Providers to me or any action under the Medicare Secondary Payer Act (42 U.S.C. §1395y). I further agree to waive any and all potential future claims against the Released Parties pursuant to the Medicare Secondary Payer Act (42 U.S.C. §1395y). It is my intention and purpose to provide for the full protection and indemnification of the Released Parties from and against any claims, actions, causes of action, enforcement proceedings, penalties, fines, liabilities, and other sanctions under the requirements, regulations and provisions of the Medicare Secondary Payer Act and its accompanying regulations.

I HAVE READ AND AGREE TO THE FOREGOING PROOF OF CLAIM FORM AND RELEASE AND INDEMNITY AGREEMENT UNDER PENALTY OF PERJURY:

Date: _____

Signature of Claimant or Claimant Representative: _____

Print Name of Claimant or Representative's Name:

Capacity of Claimant Representative: (Circle One or Describe Fully and Attach Documentation)

Surviving Spouse Surviving Child Parent of Minor Administrator

Other _____ **Documentation of Capacity Attached** _____ **Initials**

CLAIMANT ATTORNEY VERIFICATION:

Signature of Attorney: _____

Printed Name of Attorney: _____

COMPLETE THIS PERSONAL INJURY ADDENDUM, IF ALLEGING A PERSONAL INJURY CLAIM

Name of Claimant: _____ Date of Birth: _____

PERSONAL INJURY ADDENDUM: (ONLY Complete this form, if you are making a claim for personal injury, sought medical treatment within 14 days of June 10, 2015 and have medical evidence submitted with this Proof of Claim Form.)

Description/ of Personal Injury Related to June 10, 3015 release of Black Liquor:

Name of Medical Providers _____

Dates of Treatment: _____

Medical Records are attached:(Initials): _____

I understand that I am responsible for payment of any liens asserted for any payments made to me or on my behalf related in any way to the Incident which is the subject of this Settlement.

By signing below, I hereby attest under penalty of perjury that I have identified in the space below any potential Governmental Authority Third Party Payer/Provider that has paid medical bills for injuries alleged in this case. Such Payers providers specifically include Medicare, Medicaid and/or Part C Medicare Advantage Plans

Payer	Provider	Date	Amount	Reason for Payment

Use additional paper, necessary.

I am Medicare eligible: Yes or No ***** I am Medicaid eligible: Yes or No

If your claim has been reported to Medicare as a Secondary Payer, please provide the Claim information below:

Case ID # _____ Status _____

Please attach any lien resolution, Conditional Payment or Final Demand from CMS/Medicare to this Proof of Claim.

CMS/Medicare or other Lien Correspondence Attached Yes No N/A

I hereby represent and warrant that none of my claims or rights arising out of the Incident have been assigned, subrogated, and/or transferred in any way, and that no liens or privileges exist in connection with this matter, except as set forth above

If Medicare has paid expenses related to the Incident, I hereby acknowledge Medicare’s right, pursuant to 42 U.S.C. § 1395y(b), as amended, and the statute’s implementing regulations, to recover certain conditional payments of medical expenses incurred in treatment of my alleged injuries.

I hereby acknowledge that IP's payment of the settlement proceeds terminates any responsibility that IP has or may have for Class Members' past, present, or future medical expenses. I further agree to provide the Special Master with written documentation evidencing satisfaction or waiver of any claim or lien related to treatment, services, and/or supplies provided in connection with the Incident, including evidence of satisfaction of any Medicare claims should any such liens are not satisfied.

I understand the Special Master must complete all necessary reporting and obtain any documentation of the satisfaction of lien or a determination by CMS that no lien exists before I am entitled to payment for any personal injury claim.

I further acknowledge my legal responsibility to reimburse Medicare any amounts that Medicare paid for treatment, services and supplies conditionally paid by Medicare pursuant to the Medicare Secondary Payer Statute ("MSPPS"), 42 U.S.C. § 1395y(b), as amended, and its implementing regulations, and further represent and warrant that I have satisfied or will satisfy any Medicare claim or Medicaid lien that now exists, and will satisfy any Medicare, Medicare Advantage Plan, Medicaid, Veteran's Administration, and/or Tricare lien that may arise in the future in connection with the Incident. I agree to the authority of the Special Master to set aside any awarded funds necessary to satisfy any such unsatisfied claims on my behalf and acknowledge that, should I claim that my lien will be satisfied by the time I have been awarded damages from the Settlement Fund, I must set aside an amount sufficient to satisfy any current Medicare claims, and/or any Medicaid, Medicare Advantage Plan, Veteran's Administration, or Tricare liens arising in connection with the Incident. I acknowledge that I have the legal responsibility to notify Medicare of this settlement under the MSPPS and to the authority of the Special Master to notify Medicare, and, if applicable, Medicaid, of this settlement.

I agree to indemnify, defend, and/or hold harmless IP from any claim, fine, penalty, suit, and/or costs and fees incurred in connection with any regulatory or administrative proceeding arising from my breach of warranties set forth in this Proof of Claim Form or that may arise out of any treatment, services or supplies provided after the date of this Agreement by a health care provider or supplier. I further waive any and all claims that I may have under the MSP Law, including any and all claims that I may have under 42 U.S.C. § 1395y(b)(3).

I further warrant that the PSC and IP took Medicare's potential interest in the Settlement Proceeds into account when entering into this Agreement and determined that it was unnecessary to allocate any

portion of the Settlement Proceeds to Medicare for future medical expenses allegedly arising from the Incident because, among other good and justifiable reasons, it is not reasonably anticipated that Class Members will have future treatment for injuries arising out of the Incident for which Medicare would otherwise provide coverage.

I will provide to the Special Master, through his or her Proof of Claim Form, all information necessary for IP's compliance with Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 prior to the Special Master's delivery of any settlement proceeds to me or my Counsel, including but not limited to all medical records within my possession related to the alleged injuries. The Special Master will complete all necessary reporting, including ICD Diagnosis Codes based on such information provided by me, and obtain any documentation related to such ICD codes. I understand that the Special Master is required to provide any such documentation to the PSC and IP.

I warrant and represent that I will defend and indemnify IP from and against any fine, penalty, suit, and/or regulatory or administrative proceeding that may result from my false or inaccurate reporting of the information requested above. I understand that Medicare intends to use the ICD Diagnosis Codes to determine whether Medicare is responsible for medical expenses attributable to those Codes, and that Medicare may refuse to pay medical expenses related to those Codes or seek reimbursement from a me for medical expenses attributable to those Codes. I warrant and represent that I will not pursue/attempt to pursue recovery against IP in the event that the Center for Medicare and Medicaid Services ("CMS"), or any comparable government entity, withholds benefits associated with ICD Codes provided by the Special Master or seek reimbursement of benefits associated with ICD Codes provided by the Special Master. I warrant and represent that he or she will not pursue recovery against IP in the event that CMS, or any comparable government entity, withholds benefits associated with these ICD Codes or seeks reimbursement of benefits associated with these ICD Codes.

I understand that the Special Master shall not disburse settlement monies for approved personal injury claims until he has obtained a no lien letter or confirmation of satisfied lien from all applicable Governmental Authority Third Party Payer/Providers satisfactory proof of satisfaction and discharge of all statutory Medicare claims, any statutory liens asserted by a state Medicaid agency or agencies, and any statutory reimbursement or subrogation right asserted by any other Governmental Third Party Payer/Provider.

I HAVE READ AND AGREE TO THE FOREGOING UNDER PENALTY OF PERJURY:

Date : _____

Signature of Claimant or Claimant Representative: _____

Print Name of Claimant or Claimant Representative:

Capacity of Claimant Representative: (Circle One or Describe Fully and Attach Documentation)

Surviving Spouse Surviving Child Parent of Minor Administrator

Other _____ Documentation of Capacity Attached _____ Initials

CLAIMANT ATTORNEY VERIFICATION:

Signature of Attorney: _____

Printed Name of Attorney: _____