

## SETTLEMENT AGREEMENT

(Subject to Court Approval)

This Settlement Agreement is entered into by and between the named plaintiffs and class members appearing through the Plaintiffs' Steering Committee and Defendant, International Paper Company, in *Slocum, et al. v. International Paper Company, et al.*, No. 2:16-cv-12563-EEF-JVM, as of August 18, 2022.

### I. BACKGROUND & RECITALS

- A. On June 10, 2015, a sight glass on an evaporator tank at the International Paper Company's Bogalusa Paper Mill (hereinafter referred to as "the Mill") ruptured, causing a discharge of 773 gallons of "Black Liquor" several feet into the air and its dispersal into the area surrounding the Mill. Black Liquor is a by-product of the paper making process.
- B. As a result of the release, four individual Class Action lawsuits were filed on behalf of people claiming injury to their person and/or damages to their property. On May 21, 2019, the Court certified these cases as a class action and granted the Plaintiffs' Motion for Class Certification for persons and entities near the Mill that were injured or whose property was damaged as a result of the release. A "class action" is a suit in which certain named individuals, the class representatives, sue on behalf of the unnamed members of the class. In a class action lawsuit, one person or a small group of people, the class representatives, file a lawsuit on behalf of a larger group of people who have suffered a similar injury or financial harm. All individuals who do not opt out of the class are bound by any judgment rendered in the class action, and this judgment could be favorable or unfavorable to a class member.
- C. A notice was issued in June 2019 ("2019 Notice") informing potential Class Members that a class action lawsuit had been certified by the United States District Court for the Eastern District of Louisiana ("the Court"). As explained in the 2019 Notice, the class action lawsuit would determine (in Phase One) whether International Paper Company ("IP") was liable to any person who suffered injuries or damage from the release of black liquor from its Bogalusa paper mill on June 10, 2015, and, if it was liable, would determine (in Phase Two) the amount of damages it owed to any class member who could prove injuries or damage. The 2019 Notice specified that if potential Class Members did not wish to participate in the class action, potential Class Members had to opt out by August 30, 2019. All individuals who did not opt out by that date are part of the class and are bound by any judgments rendered in the class action, whether favorable or unfavorable to the class member. A notice was issued in February 2022 ("2022 Notice") informing potential Class Members that the trial of Phase One, to determine whether IP is liable for the release of black liquor, was held October 25-26, 2021 and that, following trial, the Court ruled that IP is liable. In other words, the Court determined that IP's actions or inactions caused the release of black liquor from the

Bogalusa paper mill on June 10, 2015. As such, having found IP liable in Phase One, the Court was set to proceed to Phase Two. In Phase Two, class members (i.e., those within the re-defined boundaries set forth in section II below who did not opt out by August 30, 2019) would have been required to prove that they sustained personal injuries, emotional distress, nuisance and/or property damages, and that such injuries or damages were in fact caused by the release of black liquor.

- D. The 2022 Notice also informed potential Class Members that if he or she were a class member and he or she intended to pursue a claim for injury or damages arising from the Black Liquor release, he or she had to submit a complete and sufficient claim form postmarked by March 23, 2022, or his or her claims would be forfeited.
- E. Following arm's length negotiations, the Parties now seek to enter into this Memorandum of Understanding Regarding Settlement. IP has agreed to settle these cases in order to resolve all controversy related to the release and to avoid further expense and burden from protracted and costly litigation. The PSC believes that it is in the best interests of the Class, to compromise all claims asserted by the Class against IP in consideration of a fair and appropriate settlement recognizing (1) the existence of complex and contested issues of law and fact, (2) the risks inherent in litigation, (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement with IP, (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever, and (5) the PSC's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Class Members.
- F. IP has and continues to deny that the Incident caused any damages to any Class Member.

## II. DEFINITIONS

A. Parties. "Parties" shall mean the Defendants and the Class.

i. Defendants. "Defendants" shall mean IP,

ii. Class; Settlement Class; Class Members. "Class," also referred to as "Class Members" or "Settlement Class," shall mean:

1. Those who were physically present or owned property within the following boundaries, as set by the Court in its March 10, 2020 Order & Reasons (R. Doc. 266), on June 10, 2015, sustained injuries or damages as a result of the discharge of "black liquor" at the Bogalusa Paper Mill owned by the International Paper Company, did not opt out, and submitted a complete and signed claim form postmarked by March 23, 2022:

- a. Northern Boundary: Derbigny Street to Austin Street, north on Austin Street to Bayer Street, east on Bayer Street
  - b. Eastern Boundary: Columbia Street to Saba Street, east on Saba Street to Florence Avenue, south on Florence Avenue to North Avenue, east on North Ave to Ruby Road, south on Ruby Road
  - c. Southern Boundary: St Lewis Street to New Orleans Street to West 12th Street
  - d. Western Boundary: Avenue F to Willis Avenue to Madison Street
2. The Settlement Class is made up of three groups or “Tiers,” which are described in Section IV. below.

B. Administrative Expenses. “Administrative Expenses” shall mean expenses associated with administering the Settlement Funds or the Settlement Administration Fund, and shall include, but not be limited to, the expenses of the Settlement Administrative Assistant, the Special Master, the Escrow Agent, and accountants supporting the Special Master.

C. Affected Property. “Affected Property” shall mean any real property impacted by the Incident.

D. Approved Claims. “Approved Claims” shall mean claims submitted by Class Members that have been approved for payment by the Special Master.

E. Bodily Injury. “Bodily Injury” shall mean any disease or physical condition and any progression and/or exacerbation of any disease or physical condition.

F. Claim. “Claim” means a complete and timely Proof of Claim Form submitted by a Class Member for compensation from any of the Settlement Funds.

G. Class Area. “Class Area” includes the area within the following boundaries:

- i. Northern Boundary: Derbigny Street to Austin Street, north on Austin Street to Bayer Street, east on Bayer Street
- ii. Eastern Boundary: Columbia Street to Saba Street, east on Saba Street to Florence Avenue, south on Florence Avenue to North Avenue, east on North Ave to Ruby Road, south on Ruby Road
- iii. Southern Boundary: St Lewis Street to New Orleans Street to West 12th Street
- iv. Western Boundary: Avenue F to Willis Avenue to Madison Street

H. Class Release. “Class Release” shall have the meaning set forth in Section VI.

I. Class Relief. “Class Relief” means those benefits awarded to Class Members by the Settlement Agreement, including the right to submit a Proof of Claim Form.

- J. Court. "Court" shall mean the United States District Court for the Eastern District of Louisiana and The Honorable Eldon E. Fallon, who presides over the Litigation and his successors.
- K. Credible Evidence. "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.
- L. Effective Date. "Effective Date" shall mean the date when the Settlement becomes Final. "Final" means:
- i. If no objections to the Settlement are filed, or if any objections are filed and voluntarily withdrawn prior to entry of the Order and Judgment, then the date 30 days following the approval by the Court of the Order and Judgment and its entry on the Court's docket pursuant to Federal Rule of Civil Procedure 58(a), if there is no appeal; or
  - ii. If any objections are filed and not voluntarily withdrawn prior to the entry of the Order and Judgment pursuant to Federal Rule of Civil Procedure 58(a), then the later of: (a) the expiration of the time to file or notice any appeal from the Court's Order and Judgment approving this Settlement; or (b) the date of final affirmance of any appeals from the Court's Order and Judgment approving this Settlement.
- M. Escrow Agent. "Escrow Agent" shall mean First Horizons Bank.
- N. Evidence, "Evidence" shall mean any documentation or Other Credible Evidence relevant to a Class Member's Claim per Section IV.
- O. Execution Date. "Execution Date" shall mean August 18, 2022.
- P. Fairness Hearing. "Fairness Hearing" shall mean the hearing at or after which the Court will make a final decision whether to approve this Settlement Agreement as fair, reasonable, and adequate.
- Q. Incident. "Incident" shall mean the release of weak black liquor from the International Paper Company pulp and paper mill in Bogalusa, Louisiana on June 10, 2015 affecting property or persons of the Class Members.
- R. List of Potential Class Members. "List of Potential Class Members" shall have the meaning set forth in Section IX.A.
- S. Litigation. "Litigation" shall mean *Slocum, et al. v. International Paper Company, et al.* Case No. 2:16-cv-12563-EEF-JVM pending in the Eastern District of Louisiana and all cases consolidated with that action.

- T. Notice Agent. “Notice Agent” shall mean the person or entity appointed by the Court to disseminate Notice to the Class. The Parties shall jointly recommend that Howard, Reed & Pedersen be appointed Notice Agent.
- U. Order and Judgment. “Order and Judgment” shall mean an order and judgment entered by the Court that:
- i. Finds that the Settlement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and should be approved; and that approves the Settlement
  - ii. Approves the Class Release provided in Section VI and orders that, as of the Effective Date, the Released Claims as defined in Section VI will be released as to the Released Parties;
  - iii. Enjoins and forever bars any and all cases concerning (a) claims against the Released Parties relating to the Incident, (b) the Released Claims, or (c) this Settlement
  - iv. Finds that, pursuant to Fed. R. Civ. P. 54(b); there is no just reason for delay of entry of final judgment with respect to the foregoing.
- V. Original Claim Form. “Original Claim Form” shall mean Claim Forms submitted or postmarked on or before March 23, 2022.
- W. Plaintiffs’ Steering Committee; PSC. “Plaintiffs’ Steering Committee” or “PSC” shall mean Shawn C. Reed of Howard, Reed & Pedersen in Covington, Louisiana, Jonathan C. Pedersen of Howard, Reed & Pedersen in New Orleans, Louisiana, William H. Arata of Arata & Arata in Bogalusa, Louisiana, Scott G. Discon of Discon Law Firm in Mandeville, Louisiana, Kyle Del Hierro of Howard, Reed & Pedersen in Covington, Louisiana or any other plaintiffs’ counsel duly appointed by the Honorable Eldon E. Fallon to manage and administer the affairs of all plaintiffs in Case No. 2:16-cv-12563-EEF-JVM and to assist the Court in administering its docket.
- X. Preliminary Approval Order. “Preliminary Approval Order” shall mean an order of this Court preliminarily approving the Settlement.
- Y. Proof of Claim Form. “Proof of Claim Form” shall mean the form by which Class Members submit claims for benefits attached hereto as Exhibit 1.
- Z. Proof of Claim Form Deadline. “Proof of Claim Form Deadline” shall mean one (1) month from the date the Settlement is approved by the Court or the deadline established by the Court by which Class Members are required to submit a Proof of Claim Form to the Special Master as provided in this Settlement Agreement.
- AA. Related Actions. “Related Actions” shall mean any federal or state court proceeding, other than the Litigation, that is related to the Incident. Any federal or state court action related to the Incident that is filed after the Execution Date but before final approval of this Settlement shall be a Related Action.

- BB. Released Claims. “Released Claims” shall have the meaning set forth in Section VI.A.
- CC. 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.
- DD. Settlement. “Settlement” shall mean this Settlement Agreement and the settlement for which it provides resolving all claims by the Class against IP, as well as all exhibits attached hereto or incorporated herein by reference.
- EE. Settlement Administration Fund. “Settlement Administration Fund” shall mean the fund established pursuant to Section XVI.
- FF. Settlement Administration Fund Escrow Agreement. “Settlement Administration Fund Escrow Agreement” shall mean the document to be executed by PSC, IP, and the Escrow Agent in substantially the form attached as Exhibit 3 to this Settlement
- GG. Settlement Administrative Assistant. “Settlement Administrative Assistant” shall mean the person or entity appointed by the Court to administer the Settlement. The Parties shall jointly recommend that Jeffrey Whitlow be appointed Settlement Administrative Assistant.
- HH. Settlement Funds. “Settlement Funds” shall mean collectively, the Tier 1, 2, and 3 Funds and Enhancement Funds.
- II. Settlement Funds Escrow Agreement. “Settlement Funds Escrow Agreement” shall mean the document to be executed by PSC, IP and the Escrow Agent in substantially the form attached as Exhibit 2 to this Settlement.
- JJ. Special Master. “Special Master” shall mean the person or entity appointed by the Court responsible for reviewing information submitted by Class Members and making determinations concerning individual Class Members’ benefits under the Settlement Funds. The Parties shall jointly recommend that Blair Constant be appointed Special Master.
- KK. Tier 1. “Tier 1” shall mean: 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).

LL. Tier 2. "Tier 2" shall mean: 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).

MM. Tier 3. "Tier 3" shall mean: all areas other than Tier 1 and Tier 2 within the geographic boundary set by the Court for the class.

### III. SETTLEMENT OF ALL CLAIMS AGAINST DEFENDANTS

A. The Settlement will settle and resolve with finality on behalf of the Class the Litigation, the Related Actions, and the Released Claims against the Released Parties and any other claims that have been brought, could have been brought or could be brought now or at any time in the future by the Class Members in the Litigation, the Related Actions or any other proceeding relating to the Incident, whether legal or otherwise.

B. IP's total and final monetary obligation to this settlement is \$1,250,000. IP will have no responsibility, obligation or liability for funding of any claim awards, administration fees, fees and costs among plaintiffs' counsel, or any other awards, costs, fees and/or funds beyond a total amount of \$1,250,000.

### IV. SETTLEMENT FUNDS

#### A. Establishment of Funds

- i. In consideration of settlement of all claims against IP by the Class, IP shall establish Tier 1, 2, and 3 Funds and Enhancement Funds. Collectively, the Tier 1, 2, and 3 Funds and Enhancement Funds will be known as the Settlement Funds.
- ii. The Settlement Funds will be used to satisfy Approved Claims for the respective subclass of Class Members. The Settlement Fund will also be used to reimburse Special Master costs upon Court approval, which are estimated to not exceed \$50,000, and any Court award of plaintiffs' counsels' fees and costs for this Litigation and Related Actions.
- iii. IP's total and final Settlement Fund obligation is \$1,200,000.
- iv. The Settlement Administration Fund will be used to satisfy the Special Master Fees.
- v. IP's total and final Settlement Administration Fund obligation is \$50,000.

#### B. Establishment and Administration of the Settlement Funds

- i. Each Settlement Fund established pursuant to this Settlement Agreement will be maintained by the Escrow Agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.4688-1 et seq. of the Treasury Regulations promulgated under Section 4688 of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account as required by the Settlement Funds Escrow Agreement (a complete and legible copy of which is attached hereto as Exhibit 2).
- ii. IP's contribution to each of the Settlement Funds established pursuant to this Settlement Agreement shall be fixed under this Section IV and be final. IP shall have no obligation to make further payments into any Settlement Fund.
- iii. Subject to the procedures set forth in this Section IV, the Special Master will determine the amount of compensation for each Class Member submitting a Claim and the total for all Approved Claims before distribution of any monies from the Settlement Funds.
- iv. All decisions by the Special Master with respect to the Settlement Funds shall be in writing and shall be served on the Parties by overnight mail to PSC Counsel, Shawn C. Reed, Howard, Reed & Pedersen, 516 N. Columbia Street Covington, LA 70433 and Jonathan C. Pedersen, Howard, Reed & Pedersen, 839 St. Charles Avenue, Suite 306, New Orleans, LA 70130, and IP's counsel, Tim Gray, Forman Watkins & Krutz, LLP, 201 St. Charles Ave., Suite 2100, New Orleans, LA 70170.
- v. The Special Master shall provide to the Court on a monthly basis, and as requested, financial reports, including all expenditures and receipts, the expense of which is to be borne by the Settlement Fund upon Court approval. Copies of the monthly financial reports shall also be provided to IP and the PSC. PSC and IP shall have the right to audit the Settlement Funds at their own expense.
- vi. Within thirty (30) days of the Effective Date, IP will fund the Settlement Funds according to the conditions set forth herein and the Settlement Funds shall vest in, become the property of and inure to the benefit of the Class, to be managed in accordance with this Settlement Agreement, the aforesaid Settlement Funds Escrow Agreement, and upon such further orders as the Court may enter.

### C. Evaluation of Claims

- i. All Claims must be submitted on a Proof of Claim Form signed by the Class Member and attested to under penalty of perjury. The Proof of Claim Form



must be completed by the Class Member or Counsel for the Class Member and must be postmarked on or before the Proof of Claim Deadline, or timely submitted to the Special Master electronically.

- ii. Complete Proof of Claim Forms will be assessed and valued by the Special Master appointed by the Court.
  1. A Proof of Claim Form will be deemed to be complete if all applicable questions on the Proof of Claim Form have been answered and adequate documentation in support of the Claims has been provided.
  2. Each Original Claim Form must have been submitted with a photocopy of a government-issued photograph identification card for the Class Member submitting the Claim or, if the person completing the Original Claim Form is the authorized representative of a Class Member who is (1) a minor; (2) lacking capacity or incompetent; or (3) deceased, the government-issued photograph identification card for such representative and proof of authority to represent such person as the Special Master requires (e.g., a birth certificate, power of attorney, or death certificate).
  3. In the event that the Special Master has concerns regarding the veracity of any Original Claim Form or Proof of Claim Form submitted, the Special Master, in his sole discretion, may require any Class Member to appear before him in person in order to substantiate their Claim. Failure to appear before the Special Master in person upon request shall be a basis for denying a Claim.
  4. Any Proof of Claim Form that lacks the requisite information or supporting documentation required herein will be deemed to be incomplete and ineligible for payment. In his sole discretion, the Special Master may return an incomplete Proof of Claim Form to the Class Member submitting the Claim for cure within a timely manner. If the Class Member does not cure the deficiencies in the Proof of Claim Form within a timely manner, the Claim shall be denied as incomplete.
  5. A Class Member is not entitled to Class Relief if he/she submits a Proof of Claim Form postmarked after, the Proof of Claim Form Deadline or if the Proof of Claim Form is not complete.
  6. The Special Master shall have sole and final authority for determining if a Class Member's Proof of Claim Form is complete and timely.

- iii. The Special Master may reject, accept in part, or accept in whole any Claim submitted. In evaluating each Claim, the Special Master will apply appropriate legal principles regarding causation or damages. The Special Master may request additional information prior to rejecting, accepting in part, or accepting in whole any Claim submitted.
- iv. The Special Master shall notify Class Members as to whether or not they have an Approved Claim. Subject to the exceptions stated in Section IV.C.ii.6. and IV.C.iv.2., the decisions of the Special Master as to whether a Class Member has an Approved Claim may be appealed to the Court (or, at the Court's direction, to the Magistrate Judge presiding over this Litigation) if such appeal is filed within 14 days of the Special Master's decision. The Court's decisions on appeal shall be final and not subject to further review.
  - 1. Each side will bear its own fees and costs with respect to appealing any Claim. Class Members and their counsel may not seek fees or costs under Section XVI for pursuing an appeal. Any attorneys' fees and costs in connection with an appeal will come from the individual Class Member's award, if any.
  - 2. There shall be no appeal from the Special Master's denial of a Claim based on an untimely or incomplete Proof of Claim Form.
- v. Within 30 days of completion of his review of the Claims and final determination of the value of each Approved Claim following any appeals pursuant to Section IV.C.iv., the Special Master will submit a report listing all Approved Claims and their values to Parties and the Court. The report shall include, but not be limited to, the social security number and date of birth of the Class Member. To the extent the Approved Claims must be adjusted pro rata under Section IV.D. and IV.E., the Special Master also will provide details on the pro rata adjustment and the final payment amount for each Approved Claim.
- vi. Within 30 days of the Special Master's report under Section IV.C.v. above, prompt payment shall be made by the Special Master on Approved Claims after all of the following: (a) the Effective Date, (b) Evidence having been received by the Special Master and by IP showing satisfaction and discharge of any statutory claim to any Class Member's Class Relief or portion thereof, and (c) a Release having been received by the Special Master and by IP releasing all of the Class Member's claims identified in the Class Release.
- vii. The Special Master shall notify the Parties and the Court that all Approved Claims have been paid within 10 days of the last such payment.

#### D. Tier 1, 2, and 3 Funds

- i. Tier 1 and Tier 2 Immovable Property Damage Fund (includes nuisance and vegetation claims)
  1. Within 30 days of the Effective Date, IP will deposit \$21,000 into the Tier 1 and Tier 2 Immovable Property Damage Fund. All funding of the Tier 1 and Tier 2 Immovable Property Damage Fund shall be in US dollars.
  2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$1500 after all Claims have been submitted and evaluated. Upon submission of a Proof of Claim Form with appropriate documentation 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, claimants will become members of the Tier 1 and Tier 2 Immovable Property Damage Subclass and will be eligible to receive this amount plus any applicable enhancement.
  3. In addition to the fixed payment, members of the Tier 1 and Tier 2 Immovable Property Damage Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the Tier 1 and Tier 2 Immovable Property Damage Subclass need to provide documentation substantiating their Claim, as set out in each Enhancement section below.
  4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
  5. If the amount specified in Section IV.D.i.1. is insufficient to pay all Approved Claims for the Tier 1 and Tier 2 Immovable Property Damage Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 and Tier 2 Immovable Property Damage Subclass equals the amount in the Tier 1 and Tier 2 Immovable Property Damage Fund.

6. If the amount in the Tier 1 and Tier 2 Immovable Property Damage Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 and Tier 2 Immovable Property Damage Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
  7. If any monies remain in the Tier 1 and Tier 2 Immovable Property Damage Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.D.i.6., such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.
- ii. Tier 1 Personal Injury Fund (includes emotional distress)
1. Within 30 days of the Effective Date, IP will deposit \$31,000 into the Tier 1 Personal Injury Fund. All funding of the Tier 1 Personal Injury Fund shall be in US dollars.
  2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$500 after all Claims have been submitted and evaluated. Upon submission of a Proof of Claim Form with appropriate documentation of at least a 50% ownership interest in a piece of immovable property located in the Tier 1 area or a certified medical record showing that they sought medical treatment for the alleged injuries (physical or emotional) within 14 days of the release, claimants will become members of the Tier 1 Personal Injury Subclass and will be eligible to receive this amount plus any applicable enhancement.
  3. In addition to the fixed payment, members of the Tier 1 Personal Injury Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the Tier 1 Personal Injury Subclass need to provide documentation

substantiating their Claim, as set out in each Enhancement section below.

4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
5. If the amount specified in Section IV.D.ii.1. is insufficient to pay all Approved Claims for the Tier 1 Personal Injury Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 Personal Injury Subclass equals the amount in the Tier 1 Personal Injury Fund.
6. If the amount in the Tier 1 Personal Injury Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 Personal Injury Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
7. If any monies remain in the Tier 1 Personal Injury Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.D.ii.6., such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

iii. Tier 2 Personal Injury Fund (includes emotional distress)

1. Within 30 days of the Effective Date, IP will deposit \$14,100 into the Tier 2 Personal Injury Fund. All funding of the Tier 1 Personal Injury Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$350 after all Claims have been submitted and evaluated. Upon

submission of a Proof of Claim Form with appropriate documentation of at least a 50% ownership interest in a piece of immovable property located in the Tier 2 area or a certified medical record showing that they sought medical treatment for the alleged injuries (physical or emotional) within 14 days of the release, claimants will become members of the Tier 2 Personal Injury Subclass and will be eligible to receive this amount plus any applicable enhancement.

3. In addition to the fixed payment, members of the Tier 2 Personal Injury Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the Tier 2 Personal Injury Subclass need to provide documentation substantiating their Claim, as set out in each Enhancement section below.
4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
5. If the amount specified in Section IV.D.iii.1. is insufficient to pay all Approved Claims for the Tier 1 Personal Injury Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 2 Personal Injury Subclass equals the amount in the Tier 2 Personal Injury Fund.
6. If the amount in the Tier 2 Personal Injury Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 2 Personal Injury Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
7. If any monies remain in the Tier 2 Personal Injury Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.D.iii.6. such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill

or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

iv. Tier 1 and 2 Movable Property Damage Fund (excluding “Drive Throughs”)

1. Within 30 days of the Effective Date, IP will deposit \$5,000 into the Tier 1 and 2 Movable Property Damage Fund. All funding of the Tier 1 and 2 Movable Property Damage Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$250 after all Claims have been submitted and evaluated. Upon submission of a Proof of Claim Form with appropriate documentation of a time- stamped picture dated June 10 or 11, 2015 of visible black liquor droplets on their movable property or before and after photographs of vegetation and/or Credible Evidence of the property damage that were alleged to be damaged by the black liquor release on June 10, 2015, claimants will become members of the Tier 1 and 2 Movable Property Damage Subclass and will be eligible to receive this amount plus any applicable enhancement.
3. In addition to the fixed payment, members of the Tier 1 and 2 Movable Property Damage Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the Tier 1 and 2 Movable Property Damage Subclass need to provide documentation substantiating their Claim, as set out in each Enhancement section below.
4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
5. If the amount specified in Section IV.D.iv.1. is insufficient to pay all Approved Claims for the Tier 1 and 2 Movable Property Damage Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 and 2 Movable Property Damage Subclass equals the amount in the Tier 1 and 2 Movable Property Damage Fund.

6. If the amount in the Tier 1 and 2 Movable Property Damage Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 and 2 Movable Property Damage Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
7. If any monies remain in the Tier 1 and 2 Movable Property Damage Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.D.iv.6., such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

v. Tier 1 Drive Throughs Fund

1. Within 30 days of the Effective Date, IP will deposit \$20,000 into the Tier 1 Drive Throughs Fund. All funding of the Tier 1 Drive Throughs Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$250 after all Claims have been submitted and evaluated. Upon submission of a Proof of Claim Form with 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, claimants will become members of the Tier 1 Drive Throughs Subclass and will be eligible to receive this amount plus any applicable enhancement.
3. In addition to the fixed payment, members of the Tier 1 Drive Throughs Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the



Tier 1 Drive Throughs Subclass need to provide documentation substantiating their Claim, as set out in each Enhancement section below.

4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
5. If the amount specified in Section IV.D.v.1. is insufficient to pay all Approved Claims for the Tier 1 Drive Throughs Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 Drive Throughs Subclass equals the amount in the Tier 1 Drive Throughs Fund.
6. If the amount in the Tier 1 Drive Throughs Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 Drive Throughs Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
7. If any monies remain in the Tier 1 Drive Throughs Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.D.v.6., such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

vi. Tier 2 Drive Throughs Fund

1. Within 30 days of the Effective Date, IP will deposit \$43,400 into the Tier 2 Drive Throughs Fund. All funding of the Tier 2 Drive Throughs Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum

of \$100 after all Claims have been submitted and evaluated. Upon submission of a Proof of Claim Form with appropriate documentation of 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, claimants will become members of the Tier 2 Drive Throughs Subclass and will be eligible to receive this amount plus any applicable enhancement.

3. In addition to the fixed payment, members of the Tier 1 Drive Throughs Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the Tier 2 Drive Throughs Subclass need to provide documentation substantiating their Claim, as set out in each Enhancement section below.
4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
5. If the amount specified in Section IV.D.vi.1. is insufficient to pay all Approved Claims for the Tier 1 Drive Throughs Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 Drive Throughs Subclass equals the amount in the Tier 1 Drive Throughs Fund.
6. If the amount in the Tier 1 Drive Throughs Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 Drive Throughs Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
7. If any monies remain in the Tier 1 Drive Throughs Fund following payment of all Approved Claims and redistribution to other funds under Section IV.D.vi.6., such monies will be donated to a charity in the Bogalusa community or a local Bogalusa government entity to be selected by IP. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

vii. Tier 3 Claims Fund

1. Within 30 days of the Effective Date, IP will deposit \$115,000 into the Tier 3 Claims Fund. All funding of the Tier 3 Claims Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$100 after all Claims have been submitted and evaluated. Upon submission of a Proof of Claim Form with appropriate documentation 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, claimants will become members of the Tier 3 Claims Subclass and will be eligible to receive this amount plus any applicable enhancement.
3. In addition to the fixed payment, members of the Tier 3 Claims Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the 3 Claims Subclass need to provide documentation substantiating their Claim, as set out in each Enhancement section below.
4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
5. If the amount specified in Section IV.D.vii.1. is insufficient to pay all Approved Claims for the Tier 3 Claims Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 3 Claims Subclass equals the amount in the Tier 3 Claims Fund.
6. If the amount in the Tier 3 Claims Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 3 Claims Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.

7. If any monies remain in the Tier 3 Claims Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.D.vii.6., such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

viii. Disagreement Location Funds

1. Within 30 days of the Effective Date, IP will deposit \$18,750 into the Disagreement Location Fund. All funding of the Disagreement Location Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$250 after all Claims have been submitted and evaluated. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of the location of exposure and that the claimant meets the proof required of the particular Tier for which the Claimant has asserted a claim, claimants will become members of the Disagreement Location Subclass and will be eligible to receive this amount plus any applicable enhancement.
3. In addition to the fixed payment, members of the Disagreement Location Subclass also may apply to the Special Master for Enhancement claims for which he is eligible. In order to collect additional compensation pursuant to this Section, members of the Disagreement Location Subclass need to provide documentation substantiating their Claim, as set out in each Enhancement section below.
4. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.

5. If the amount specified in Section IV.D.viii.1. is insufficient to pay all Approved Claims for the Disagreement Location Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Disagreement Location Subclass equals the amount in the Disagreement Location Fund.
6. If the amount in the Disagreement Location Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Disagreement Location Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
7. If any monies remain in the Disagreement Location Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.D.vii.6., such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

#### E. Enhancement Funds

##### i. Tier 1 Owner Enhancement - 1st Property Fund

1. Within 30 days of the Effective Date, IP will deposit \$57,000 into the Tier 1 Owner Enhancement - 1st Property Fund. All funding of the Tier 1 Owner Enhancement - 1st Property Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$3,000 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of ownership of at least 50% of a property within Tier 1 on June

10, 2015,<sup>1</sup> claimants will become members of the Tier 1 Owner Enhancement - 1st Property Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.

3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount specified in Section IV.E.i.1. is insufficient to pay all Approved Claims for the Tier 1 Owner Enhancement - 1st Property Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 Owner Enhancement - 1st Property Subclass equals the amount in the Tier 1 Owner Enhancement - 1st Property Fund.
5. If the amount in the Tier 1 Owner Enhancement - 1st Property Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 Owner Enhancement - 1st Property Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Tier 1 Owner Enhancement - 1st Property Fund following payment of all Approved Claims and redistribution to other funds including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E i.5., such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

ii. Tier 1 Owner Enhancement - 2nd Property Fund

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<sup>1</sup> Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property

1. Within 30 days of the Effective Date, IP will deposit \$5,500 into the Tier 1 Owner Enhancement - 2nd Property Fund. All funding of the Tier 1 Owner Enhancement - 2nd Property Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$2,750 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of ownership of at least 50% of a property within Tier 1 on June 10, 2015,<sup>2</sup> claimants will become members of the Tier 1 Owner Enhancement - 2nd Property Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.
3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount specified in Section IV.E.ii.1. is insufficient to pay all Approved Claims for the Tier 1 Owner Enhancement - 2nd Property Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 Owner Enhancement - 2nd Property Subclass equals the amount in the Tier 1 Owner Enhancement - 2nd Property Fund.
5. If the amount in the Tier 1 Owner Enhancement - 2nd Property Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 Owner Enhancement - 2nd Property Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.

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<sup>2</sup> Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property

6. If any monies remain in the Tier 1 Owner Enhancement - 2nd Property Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.ii.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

iii. Tier 2 Owner Enhancement - 1st Property Fund

1. Within 30 days of the Effective Date, IP will deposit \$55,000 into the Tier 2 Owner Enhancement - 1st Property Fund. All funding of the Tier 2 Owner Enhancement - 1st Property Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$2,750 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of ownership of at least 50% of a property within Tier 2 on June 10, 2015,<sup>3</sup> claimants will become members of the Tier 2 Owner Enhancement - 1st Property Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.
3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.

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<sup>3</sup> Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property



4. If the amount specified in Section IV.E.iii.1. is insufficient to pay all Approved Claims for the Tier 2 Owner Enhancement - 1st Property Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 2 Owner Enhancement - 1st Property Subclass equals the amount in the Tier 2 Owner Enhancement - 1st Property Fund.
5. If the amount in the Tier 2 Owner Enhancement - 1st Property Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 2 Owner Enhancement - 1st Property Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Tier 2 Owner Enhancement - 1st Property Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.iii.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

iv. Tier 2 Owner Enhancement - 2nd Property Fund

1. Within 30 days of the Effective Date, IP will deposit \$10,000 into the Tier 2 Owner Enhancement - 2nd Property Fund. All funding of the Tier 2 Owner Enhancement - 2nd Property Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$2,500 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of ownership of at least 50% of a property within Tier 2 on June

10, 2015,<sup>4</sup> claimants will become members of the Tier 2 Owner Enhancement - 2nd Property Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.

3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount specified in Section IV.E.iv.1. is insufficient to pay all Approved Claims for the Tier 2 Owner Enhancement - 2nd Property Subclass even after any rollover from other Settlement Funds pursuant to Sections IV.E.6, IV.F.8, and rv.G.4, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 2 Owner Enhancement - 2nd Property Subclass equals the amount in the Tier 2 Owner Enhancement - 2nd Property Fund.
5. If the amount in the Tier 2 Owner Enhancement - 2nd Property Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 2 Owner Enhancement - 2nd Property Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Tier 2 Owner Enhancement - 2nd Property Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.iv.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

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<sup>4</sup> Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property

v. Tier 3 Owner Enhancement - 1st Property Fund

1. Within 30 days of the Effective Date, IP will deposit \$180,000 into the Tier 3 Owner Enhancement - 1st Property Fund. All funding of the Tier 3 Owner Enhancement - 1st Property Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$1,250 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of ownership of at least 50% of a property within Tier 3 on June 10, 2015,<sup>5</sup> claimants will become members of the Tier 3 Owner Enhancement - 1st Property Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.
3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount specified in Section IV.E.v.1. is insufficient to pay all Approved Claims for the Tier 3 Owner Enhancement - 1st Property Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 3 Owner Enhancement - 1st Property Subclass equals the amount in the Tier 3 Owner Enhancement - 1st Property Fund.
5. If the amount in the Tier 3 Owner Enhancement - 1st Property Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 3 Owner Enhancement - 1st Property Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.

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<sup>5</sup> Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property

6. If any monies remain in the Tier 3 Owner Enhancement - 1st Property Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.v.6, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

vi. Tier 3 Owner Enhancement - 2nd Property Fund

1. Within 30 days of the Effective Date, IP will deposit \$37,000 into the Tier 3 Owner Enhancement - 2nd Property Fund. All funding of the Tier 3 Owner Enhancement - 2nd Property Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$1,000 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of ownership of at least 50% of a property within Tier 3 on June 10, 2015,<sup>6</sup> claimants will become members of the Tier 3 Owner Enhancement - 2nd Property Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.
3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.

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<sup>6</sup> Examples of such evidence include, but are not limited to a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property

4. If the amount specified in Section IV.E.vi.1. is insufficient to pay all Approved Claims for the Tier 3 Owner Enhancement - 2nd Property Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 3 Owner Enhancement - 2nd Property Subclass equals the amount in the Tier 3 Owner Enhancement - 2nd Property Fund.
5. If the amount in the Tier 3 Owner Enhancement - 2nd Property Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 3 Owner Enhancement - 2nd Property Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Tier 3 Owner Enhancement - 2nd Property Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.vi.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

vii. Tier 1 Resident in Excess of 2 Years Enhancement Fund

1. Within 30 days of the Effective Date, IP will deposit \$82,500 into the Tier 1 Resident in Excess of 2 Years Enhancement Fund. All funding of the Tier 1 Resident in Excess of 2 Years Enhancement Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$2,500 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of residency or domicile within

Tier 1 for two years prior to June 10, 2015,<sup>7</sup> claimants will become members of the Tier 1 Resident in Excess of 2 Years Enhancement Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.

3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount specified in Section IV.E.vii.1. is insufficient to pay all Approved Claims for the Tier 1 Resident in Excess of 2 Years Enhancement Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 1 Resident in Excess of 2 Years Enhancement Subclass equals the amount in the Tier 1 Resident in Excess of 2 Years Enhancement Fund.
5. If the amount in the Tier 1 Resident in Excess of 2 Years Enhancement Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 1 Resident in Excess of 2 Years Enhancement Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Tier 1 Resident in Excess of 2 Years Enhancement Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.vii.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

viii. Tier 2 Resident in Excess of 2 Years Enhancement Fund

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<sup>7</sup> 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 their residency on June 10, 2015 and two years prior thereto.

1. Within 30 days of the Effective Date, IP will deposit \$74,250 into the Tier 2 Resident in Excess of 2 Years Enhancement Fund. All funding of the Tier 2 Resident in Excess of 2 Years Enhancement Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$2,500 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of residency or domicile within Tier 2 for two years prior to June 10, 2015,<sup>8</sup> claimants will become members of the Tier 2 Resident in Excess of 2 Years Enhancement Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.
3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount specified in Section IV.E.viii.1. is insufficient to pay all Approved Claims for the Tier 2 Resident in Excess of 2 Years Enhancement Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 2 Resident in Excess of 2 Years Enhancement Subclass equals the amount in the Tier 2 Resident in Excess of 2 Years Enhancement Fund.
5. If the amount in the Tier 2 Resident in Excess of 2 Years Enhancement Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 2 Resident in Excess of 2 Years Enhancement Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.

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<sup>8</sup> 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 their residency on June 10, 2015 and two years prior thereto.

6. If any monies remain in the Tier 2 Resident in Excess of 2 Years Enhancement Fund following payment of all Approved Claims and redistribution to other funds including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.viii.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

ix. Tier 3 Resident in Excess of 2 Years Enhancement Fund

1. Within 30 days of the Effective Date, IP will deposit \$224,500 into the Tier 3 Resident in Excess of 2 Years Enhancement Fund. All funding of the Tier 3 Resident in Excess of 3 Years Enhancement Fund shall be in US dollars.
2. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$500 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some evidence of residency or domicile within Tier 3 for two years prior to June 10, 2015,<sup>9</sup> claimants will become members of the Tier 3 Resident in Excess of 2 Years Enhancement Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.
3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.

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<sup>9</sup> 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 their residency on June 10, 2015 and two years prior thereto.



4. If the amount specified in Section IV.E.ix.1. is insufficient to pay all Approved Claims for the Tier 3 Resident in Excess of 2 Years Enhancement Subclass even after any rollover from other Settlement Funds, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the Tier 3 Resident in Excess of 2 Years Enhancement Subclass equals the amount in the Tier 3 Resident in Excess of 2 Years Enhancement Fund.
5. If the amount in the Tier 3 Resident in Excess of 2 Years Enhancement Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Tier 3 Resident in Excess of 2 Years Enhancement Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Tier 3 Resident in Excess of 2 Years Enhancement Fund following payment of all Approved Claims and redistribution to other funds including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.ix.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

x. Bonus Owner Enhancement Fund

1. Within 30 days of the Effective Date, IP will deposit \$43,500 into the Bonus Owner Enhancement Fund. All funding of the Bonus Owner Enhancement Fund shall be in US dollars.
2. 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 more 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. Utilizing the settlement criteria in Appendix A, the Special Master will determine any eligible compensation amount up to a maximum of \$1,500 after all Claims have been submitted and evaluated and additional roll over

funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some 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),<sup>10</sup> claimants will become members of the Bonus Owner Enhancement Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.

3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount specified in Section IV.E.x.1. is insufficient to pay all Approved Claims for the Bonus Owner Enhancement Subclass even after any rollover from other Settlement Funds pursuant to Sections IV.E.6, IV.F.8, and rv.G.4, then all Approved Claims in this category will be adjusted pro rata so that the distribution to the claimant in the Bonus Owner Enhancement Subclass equals the amount in the Bonus Owner Enhancement Fund.
5. If the amount in the Bonus Owner Enhancement Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Bonus Owner Enhancement Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Bonus Owner Enhancement Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.x.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court,

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<sup>10</sup> Examples of such evidence include, but are not limited to, a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property

to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

xi. Extraordinary Claim Enhancement Fund

1. Within 30 days of the Effective Date, IP will deposit \$75,000 into the Extraordinary Claim Enhancement Fund. All funding of the Extraordinary Claim Enhancement Fund shall be in US dollars.
2. The Special Master will determine a compensation amount after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. . Upon submission of a Proof of Claim Form with appropriate documentation of the extraordinary nature of their claim, claimants will become members of the Extraordinary Claim Enhancement Subclass and will be eligible to receive an amount from this fund as determined by the Special Master. 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.
3. 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 Safety Data Sheet (“SDS”) of Black Liquor, including but not limited, to symptoms related to or exacerbation of pre-existing respiratory conditions such as chronic obstructive pulmonary disease (“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. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.

5. If the amount in the Extraordinary Claim Enhancement Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Extraordinary Claim Enhancement Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
6. If any monies remain in the Extraordinary Claim Enhancement Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.xi.5, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

xii. Deposition Enhancement Fund

1. Within 30 days of the Effective Date, IP will deposit \$37,500 into the Deposition Enhancement Fund. All funding of the Deposition Enhancement Fund shall be in US dollars.
2. The Special Master will determine any eligible compensation amount up to a maximum of \$2,500 after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate documentation of some 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), claimants will become members of the Deposition Enhancement Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.
3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury,

diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.

4. If the amount in the Deposition Enhancement Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Deposition Enhancement Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
5. If any monies remain in the Deposition Enhancement Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.xii.4, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

xiii. Class Services Enhancement Fund

1. Within 30 days of the Effective Date, IP will deposit \$50,000 into the Class Services Enhancement Fund. All funding of the Class Services Enhancement Fund shall be in US dollars.
2. The Special Master will determine a compensation amount up after all Claims have been submitted and evaluated and additional roll over funds that may be used for Enhancements, Tier 1, 2, and 3 claims, and Special Master costs have been determined by the Special Master and the Special Master costs approved by the Court. Upon submission of a Proof of Claim Form with appropriate 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, claimants will become members of the Class Services Enhancement Subclass and will be eligible to receive this amount plus any applicable Tier 1, 2, or 3 fund payment.

3. Payment will be consideration for the complete release of all claims, including, without limitation, real property damage, Bodily Injury, diminution of value, stigma, nuisance, mental or physical pain or suffering, emotional or mental harm, mental anguish, medical monitoring, any loss of use and enjoyment of real property within the Class Area as well as any and all other related claims.
4. If the amount in the Class Services Enhancement Fund exceeds the total amount of Approved Claims submitted pursuant to this Section, then any monies remaining in the Class Services Enhancement Fund will be distributed to the other Settlement Funds established by this Settlement Agreement to address any shortfall in those funds.
5. If any monies remain in the Class Services Enhancement Fund following payment of all Approved Claims and redistribution to other funds, including the funding of approved enhancements and costs incurred by the Special Master up to \$50,000 or other amount approved by the Court, under Section IV.E.iii.4, such monies will be donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

#### F. General Rules

- i. 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.
- ii. 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 he is eligible.
- iii. 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 he is eligible.

## V. MEDICARE LIEN RESOLUTION AND REPORTING

A. The PSC agrees that Class Members are responsible for payment of any liens asserted against them for any payments made to them or on their behalf related in any way to the Incident which is the subject of this Settlement.

### B. Procedures for Lien Resolution

i. Per Section IV.C.i., all Claims must be submitted on a Proof of Claim Form signed by the Class Member and attested to under penalty of perjury. The Proof of Claim Form must include a section which addresses liens. Each Class Member asserting a personal injury claim must complete this section. This will be considered a mutually agreeable indemnity agreement from all personal injury Class Members in favor of IP.

1. Each Class Member must identify any potential Governmental Authority Third Party Payer/Providers. Failure to provide this information or otherwise cooperate with the procedures set forth in this Section and as separately established by the Special Master shall be a basis for the Special Master to deny a Class Member's Claim.

2. Class Members must represent and warrant that none of his or her 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, other than a Medicare claim for conditional payments that Medicare made for medical expenses allegedly resulting from the Incident. Class Members must 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 Class Members' alleged injuries. Specifically, the Special Master must confirm that no Medicare lien exists.

3. Class Members must 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. Class Members must 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 the Medicare claims should the Class member claim such liens have been satisfied. Otherwise, the Special Master will complete all necessary reporting and obtain any documentation of the satisfaction of lien or a determination by CMS that no lien exists. The Special Master is required to provide any such documentation to the PSC

and IP. Provided, however, in lieu of the Special Master reporting on IP's behalf, the Special Master shall provide the necessary documentation in order for IP to submit such reporting.

4. Class Members must acknowledge his or her 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 ("MSPS"), 42 U.S.C. § 1395y(b), as amended, and its implementing regulations, and further represent and warrant that he or she has 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. Class Members must agree to the authority of the Special Master to set aside any awarded funds necessary to satisfy any such unsatisfied claims on the Class Member's behalf and that, should that Class Member claim that his or her lien(s) will be satisfied by the time he or she may be awarded damages from the Settlement Fund, that Class Member must acknowledge he or she has 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. Class Members must acknowledge his or her legal responsibility to notify Medicare of this settlement under the MSPS and to the authority of the Special Master to notify Medicare, and, if applicable, Medicaid, of this settlement.
5. Class Members must 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 Class Members' breach of warranties set forth in this Agreement 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. Class Members must further waive any and all claims that he or she may have under the MSP Law, including any and all claims that he may have under 42 U.S.C. § 1395y(b)(3).
6. Class Members must 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.

7. Class Members 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 any Class Member or any Class Member's Counsel, including but not limited to all medical records within the Class Member's possession related to the alleged injuries. The Special Master will, except as otherwise set forth herein, complete all necessary reporting, including ICD Diagnosis Codes based on such information provided by the Class Members, and obtain any documentation related to such ICD codes . The Special Master is required to provide any such documentation to the PSC and IP. Class Members will warrant and represent that he or she will defend and indemnify IP from and against any fine, penalty, suit, and/or regulatory or administrative proceeding that may result from Class Member's false or inaccurate reporting of the information requested above. Class Members 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 Class Member for medical expenses attributable to those Codes. Class Members will warrant and represent that he or she 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. Class Members must 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.

#### C. Satisfaction of Liens

- i. 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.

## VI. RELEASES

### A. Released Claims

- i. Except as expressly reserved in Section VI.B. below, “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 a Class Member has, 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.
- ii. 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 (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 the property of the Class Members 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 any Class Member now or in the future, whether the claim is personal to each individual, derivative of a claim now or in the future, or as assignee, successor, survivor, legatee, beneficiary, subrogee, or representative of a Class Member;
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 any body 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;
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.

B. 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

### C. Class Release

- i. As of the Effective Date, and with the approval of the Court, all Class Members, and anyone claiming by, through and/or on behalf of any of them, hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims (as defined in Section VI.A.) against the Released Parties, including (but not limited to) those asserted, or that could have been asserted.
- ii. As of the Effective Date, all Class Members, and anyone claiming by, through and/or on behalf of any of them, will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.
- iii. To avoid inconvenience to the Released Parties, in any action in which any of the Released Parties is or may be a defendant or a third-party defendant together with other alleged tortfeasors, the Parties agree that each of the Class Members shall accept in satisfaction of any judgment an amount reduced to the extent necessary (under applicable state law whether it be pro rata, pro tanto and/or set-off) to extinguish any claims against the Released Parties for contribution, indemnity (common law or contractual), and/or subrogation whether arising out of tort, contract or otherwise, by the other

alleged tortfeasors. This provision is intended to obviate the necessity and expense of having the Released Parties remain a party on the record and obliged to participate in a trial merely for the purpose of determining if in fact the Released Parties was a tortfeasor so as to entitle the other tortfeasors to a pro rata or pro tanto reduction or set-off of any judgment. It is the further intent of the Parties that the Released Parties shall have no further liability in connection with the Released Claims. However, this provision does not constitute an admission of liability by the Released Parties.

## VII. INDEMNITY

- A. It is the intent of the Parties that the Released Parties shall not again be subject to litigation or liability by or on behalf of any Class Member with regard to any claim arising out of, directly or indirectly, or in any way related to, the Released Claims. It is further the intention of the Parties that the Released Parties be dismissed from the Litigation and the Related Actions and that they never again be required to litigate any suit, claim or action by any Class Member 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 the claim of a Class Member, such Class Member shall defend, indemnify, and hold harmless the Released Parties from and against: (1) 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 that Class Member, or by, on behalf of, through, or deriving from his, her, or its 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 that Class Member. The indemnity and defense obligation in this Section 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 Class Member.
- C. Each Class Member agrees to indemnify, defend and hold harmless the Released Parties from any claim by a Governmental Authority Third-Party Payer/Provider related to the Class Member's 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 such Class Member or any action under the Medicare Secondary Payer Act (42 U.S.C. §1395y). Each Class Member further agrees 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 the Parties' intention and purpose under this Section 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.

VIII. APPROVAL OF SETTLEMENT UNDER FEDERAL RULE OF CIVIL PROCEDURE 23(e) SETTLEMENT CLASS AND RELATED MOTIONS

- A. This Settlement shall be subject to approval of the Court.
- B. IP shall have the right to withdraw from the Settlement if the Court does not issue any of the requested orders (including the Order and Judgment).

IX. NOTICE TO CLASS MEMBERS

A. Parties Receiving the Notice

- i. Potential Class Members who shall receive Notice include: (a) any plaintiff in this Litigation or in a Related Action; (b) any Class Member who has been a client of the PSC and who is known to the PSC to have a claim that may be covered by this Settlement Agreement; (c) Class Members whose identity and address can reasonably be ascertained through review of property ownership or tax records for properties in the Class Area or other diligence efforts to ascertain the scope of the Class; and (d) any Class Member whose name and address is otherwise known to the Parties.
- ii. The PSC will mail the Long Notice to the last known address of all persons identified on the List of Potential Class Members or their counsel, if known to the PSC. Furthermore, the PSC will publish the Short Notice in a major newspaper serving Washington Parish, LA.
- iii. The cost of identifying and giving Notice to Potential Class Members initially paid by the PSC will ultimately be reimbursable from the Settlement Fund after the Effective Date of the Settlement upon Court Approval.

B. Type of Notice Required

- i. Dissemination of the Proof of Claim Form and the Class Settlement Notice shall be the responsibility of the Notice Agent.
- ii. The Notice Agent shall disseminate the Notice and Proof of Claim Form as follows:

1. In writing, by first-class U.S. mail delivery of the Long Notice (attached hereto as Exhibit 4) and Proof of Claim Form (“Notice Package”) to the last known address of all persons identified on the List of Potential Class Members or their counsel, if known to the PSC;
2. By publishing of Short Notice (attached hereto as Exhibit 5) in a major newspaper serving Washington Parish, LA.
  - a. The Short Notice shall be used for the principal purpose of encouraging Class Members to seek additional information about this Settlement. The Short Notice is designed to be simple but sufficiently comprehensive to inform Class Members, prior to the Fairness Hearing, that there is a pending settlement, and further (a) inform Class Members as to how they may obtain a copy of the Notice Package; (b) protect their rights regarding the settlement; (c) request exclusion from the Class and the proposed settlement, if desired; (d) object to any aspect of the proposed settlement and (e) participate, if desired, in the Fairness Hearing. Finally, the Short Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Class.
3. By posting the Long Notice, Short Notice, and Proof of Claim Form on the Court’s website to inform Class Members of this Settlement and the Class Relief available.

#### C. Notice Costs

- i. All costs for Notice under this Amended Settlement Agreement shall be initially paid by the PSC but will be taxed as costs incurred by the Special Master. Such costs include but are not limited to the costs of the Notice Agent, publication of the Notice, the costs associated with producing and mailing the Notice, and with making the package available by the other means consistent with this Section. The cost of Notice to the Class initially paid by the PSC will ultimately be paid from the Settlement Fund after the Effective Date of the Settlement subject to the limitations of Section XV.D and XV.F, and Court approval.

#### D. Notice Deadlines

- i. Unless otherwise ordered by the Court in the Preliminary Approval Order, Notice shall be mailed to all persons on the List of Potential Class Members and mailed/published in accordance with this Section no later than August 25, 2022.

## X. OBJECTIONS AND OPTING OUT

### A. Objections

- i. Class Members will have 30 days following dissemination of the Notice ordered by the Court (the “Objection Deadline”) to object to the Settlement in accordance with this Section.
- ii. Any Class Member who has any objection to approval of this Settlement or any terms hereof, or to the approval process must make that objection by the following procedure:
  1. The objection must be in writing;
  2. The objection must set forth all objections and the reasons therefore, and a statement whether the Class Member intends to appear at the Fairness Hearing either with or without the objector's counsel. The objection must identify any witnesses intended to be called, the subject area of the witnesses’ testimony, and all documents to be used or offered into Evidence, at the Fairness Hearing;
  3. The objection must be signed by the individual Class Member and by his/her/its counsel; an objection signed by counsel alone shall not be sufficient;
  4. The objection must contain the caption of the Litigation and include the name, mailing address, e-mail address, if any (an e-mail address is not required), and telephone number of the objecting Class Member;
  5. The objection must be mailed to (1) the PSC Liaison Counsel, Shawn C. Reed, Howard, Reed & Pedersen, 516 N. Columbia Street Covington, LA 70433 and Jonathan C. Pedersen, Howard, Reed & Pedersen, 839 St. Charles Avenue, Suite 306, New Orleans, LA 70130, and (2) IP’s counsel, Tim Gray, Forman Watkins & Krutz LLP, 201 St. Charles Avenue, Suite 2100, New Orleans, LA 70170. The objection must be postmarked by the Objection Deadline. The PSC shall be obliged to file all objections with the Court by a date prior to the Fairness Hearing to be determined by the Court;
  6. Prior to the Fairness Hearing, any, person filing an objection must meet in person with the Special Master at the date, time, and place set by the Special Master to discuss the proposed objection and potential resolution. Any objection that is not resolved with the Special Master shall be considered by the Court at the Fairness Hearing.



- iii. Failure to comply timely and fully with these procedures shall result in the invalidity and dismissal of an objection. No Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through the objector's counsel), or to object to the approval of the Class or to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Fairness Hearing, unless written notice of the Class Member's objection and any brief in support of the objection have been filed with the Court and served upon the PSC and Defendants' counsel not later than 15 days before the date of the Fairness Hearing.
- iv. The Court, within its discretion, may exercise its right to deem any objection as frivolous and award appropriate costs and fees to the PSC and/or Defendants.
- v. Class Members who fail to file and serve timely written objections in accordance with Section X.C. shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the approval of the Settlement.

## B. Opting Out

### i. Opt-Out Period

1. Class Members will have fourteen (14) days following the Notice to opt out of the Settlement in accordance with this Section (the "Opt-Out Period"). If the Settlement is finally approved by the Court, all Class Members who have not opted out by the end of the Opt-Out Period will be bound by the Settlement and the Class Release, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Class. If you opt out, you cannot get any benefits from the settlement and you cannot object to the settlement.

### ii. Opt-Out Process

1. Any potential Class Member who wishes to be excluded from the Class must mail or hand deliver a written request for exclusion to the PSC, known as an "Opt-Out," at the address provided in the Class Notice. This letter must be received by Class Counsel for Plaintiffs and counsel for International Paper Company no later than 14 days from the date of this Notice. The Opt-Out must state the following in writing in order to be valid: (a) the Class Member's name, address, and the telephone number, (b) which Subclass the Class Member potentially belongs to, and (c) that the Class Member

wishes to be excluded from the Class. An Opt-Out made or signed by counsel shall not be sufficient. An original Opt-Out form must be signed by the Class Member and must be mailed to (1) the PSC Liaison Counsel, Shawn C. Reed, Howard, Reed & Pedersen, 516 N. Columbia Street Covington, LA 70433 and Jonathan C. Pedersen, Howard, Reed & Pedersen, 839 St. Charles Avenue, Suite 306, New Orleans, LA 70130, and (2) IP's counsel, Tim Gray, Forman Watkins & Krutz LLP, 201 St. Charles Avenue, Suite 2100, New Orleans, LA 70170. The Opt-Out request must be postmarked within the Opt-Out Period.

2. The PSC shall provide a list reflecting all timely and valid requests for exclusion, identifying the person requesting exclusion and their subclass, to the Special Master no later than 5 days after the Opt-Out Period ends.
3. A list reflecting all timely and valid requests for exclusion, identifying the person requesting exclusion and their subclass shall be assembled by the PSC and filed with the Court 15 days before the Fairness Hearing.
4. Any Class Member who is not excluded by filing a timely written request for exclusion by the end of Opt-Out Period and/or who does not provide the statement as to which subclass the Class Member potentially belongs to shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, even if he or she has pending or subsequently initiates, litigation, arbitration or any other proceeding against the Released Parties for any of the Released Claims.

iii. Rights With Respect to Opt-Outs

1. The Parties agree and acknowledge that any Opt-Out may be detrimental.
2. You have the right to opt-out of this settlement. However, because you previously declined opting out of the Class by the August 30, 2019 deadline, and submitted an Original Claim Form by March 23, 2022, if you opt out of this settlement, you will be bound by and subject to the Phase I Liability Findings of Fact and Conclusions of Law (R. Doc. 509). As such, if you opt out of this settlement, you will be responsible for your pro rata share of those fees and costs accumulated by the PSC due to the litigation which has occurred in this matter prior to this settlement. The costs accrued by the PSC is \$451,287.98. The current amount of fees requested by the PSC is at least \$400,000. Furthermore, should a Class Member decide to opt

out and pursue a claim separate from the Class, he or she will need to file a new lawsuit in the United States District Court for the Eastern District of Louisiana and will be obligated to pay such costs incurred by that lawsuit.

3. If any Class Representative, Deposed Claimant, or more than 1% of those parties who submitted claim forms (as of the date of this Settlement Agreement) remain as Opt-Outs fourteen (14) days prior to the Fairness Hearing, then IP has the right, acting at its sole and exclusive discretion and option, to terminate the Settlement in its entirety. This right to terminate the Settlement must be exercised by written notice to the Court two (2) days before the Fairness Hearing. If timely exercised, IP's exercise of its rights under this Section shall not be reviewable by the Court.

## XI. FAIRNESS HEARING

- A. Prior to the dissemination of the Notice, the parties will file a motion for preliminary approval of the Settlement. The Fairness Hearing will be held on October 14, 2022 at 10 a.m.
- B. At the Fairness Hearing the Court shall (1) consider any properly filed objections to the Settlement, (2) determine *de novo* whether the Settlement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith, and (3) enter the Order and Judgment, including final approval of the Settlement Class and the Settlement.

## XII. DISMISSALS

- A. Within 10 days of the occurrence of the Effective Date.
  - i. The Parties shall jointly submit to the Court a proposed order or orders dismissing, with prejudice, all claims of the Class against the Released Parties in the Litigation;
  - ii. The members of the PSC shall file motions to dismiss with prejudice all Related Actions by Class Members whom they represent which are pending in any state court and/or in any federal court.
  - iii. The PSC shall use its best efforts to assist Defendants in obtaining dismissal with prejudice of any other Related Actions maintained by any potential Class Member, whether in state court, federal court or any arbitral forum.
- B. The dismissal orders, motions or stipulation to implement this Section XII shall seek or provide for a dismissal with prejudice and waiving any rights of appeal.

### XIII. BAR ORDER

- A. As part of the Order and Judgment, the Court shall issue a bar order and permanent injunction against any and all pending or future claims by Class Members against the Released Parties arising from, or otherwise relating to the Incident.
- B. The bar order and permanent injunction shall:
  - i. Enjoin and forever bar any and all Class Members from commencing and/or maintaining any action, legal or otherwise, against the Released Parties arising out of, or otherwise relating to, the Incident; and
  - ii. Bar the assertion by any entity or person against the Released Parties of any contribution, indemnification, subrogation, or other claims arising out of the Class Members' claims concerning (a) any claims against the Released Parties or (b) this Settlement.
- C. This provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Settlement.

### XIV. TERMINATION OF THIS SETTLEMENT

- A. This Settlement shall be terminated and cancelled upon any of the following events:
  - i. The Court declines to enter the Preliminary Approval Order;
  - ii. The Fairness Hearing is not held by the Court;
  - iii. The Order and Judgment approving the Settlement is not entered by the Court or is reversed by a higher court; or
  - iv. The Court declines to dismiss the claims of Class Members against the Released Parties with prejudice.
- B. In addition to any other right to terminate under this Settlement, IP may, at its sole and exclusive discretion and option, withdraw from, terminate, and cancel its obligations under this Settlement upon any of the following events:
  - i. The Notice does not comply with Section IX or with the order of the Court concerning the Notice;
  - ii. The dismissals as provided in Section XIII do not occur as provided in Section XIII;

- iii. The bar order and permanent injunction as provided in Section XIII are not entered by the Court as provided in Section XIII;
- iv. The Order and Judgment approving the Settlement is inconsistent with the terms of the Settlement;
- v. The Court takes no action on the Parties' motion for final approval of the Settlement within 18 months of the Execution Date;
- vi. The PSC fails to secure a mutually agreeable indemnity agreement from the Class Members in favor of IP;
- vii. The PSC, acting on behalf of the Class, materially breaches the Settlement and such breach materially frustrates the purposes of this Agreement; or
- viii. This Settlement is changed in any material respect, except by written consent of the Parties.

C. In the event this Court does not give final approval to this Settlement, the Special Master and the Settlement Administrative Assistant shall immediately stop any and all activity on this case and will not be paid any fees for activity taking place thereafter, and any and all Administrative Expenses Monied to that point shall be borne equally (50/50) between the PSC and IP, subject to the limitations in Section XV.D.

## XV. SETTLEMENT ADMINISTRATION FUND

- A. The Settlement Administration Fund will be used to satisfy Special Master Fees.
- B. The Settlement Administration Fund will be maintained by the Escrow Agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.4683-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account as required by the Settlement Administration Fund Escrow Agreement (a complete and legible copy of which is attached hereto as Exhibit 3).
- C. Upon attainment of the Effective Date, IP shall have a total funding obligation for the Settlement Administration Fund of \$50,000. Within 30 days of the Effective Date, IP shall deposit the balance owed to the Settlement Administration Fund.
- D. IP's contribution to the Settlement Administration Fund shall be fixed under this Section XV. and be final. IP shall have no obligation to make further payments into the Settlement Administration Fund.
- E. If any monies remain in the Settlement Administration Fund 60 days after the Special Master's notice of payment of all Approved Claims, such monies will be

donated to a charity in the Bogalusa community for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court or a local Bogalusa government entity for the benefit of those within close proximity of the Bogalusa Paper Mill or geographic boundary set by the Court, to be selected by IP. IP shall notify the Court and the members of the PSC of the intended recipient fourteen (14) days prior to the donation. The PSC suggests that the Bogalusa YMCA be the recipient of such funds.

- F. The Special Master shall provide to the Court on a monthly basis, and as requested, financial reports, including all expenditures and receipts, the expense of which is to be borne by the Settlement Administration Fund. Copies of the monthly financial reports shall also be provided to IP and the PSC. PSC and IP shall have the right to audit the Settlement Administration Fund at their own expense.
- G. Prior to the Effective Date of the Settlement, the funds on deposit in the Settlement Administration Fund belong to and are the property of IP, and excluding only the tax and fund maintenance expenses described in the Settlement Administration Fund Escrow Agreement, no sums whatsoever may be transferred out of or withdrawn from the Settlement Administration Fund without IP's voluntary written prior consent or Court approval. On the Effective Date the funds on deposit in the Settlement Administration Fund shall vest in, become the property of and inure to the benefit of the Class, to be managed in accordance with this Settlement Agreement, the aforesaid Settlement Administration Fund Escrow Agreement, and upon such further orders as the Court may enter.
- H. In the event there is no Effective Date, this Settlement shall be null and void ab initio and the monies in the Settlement Administration Fund together with all accrued interest thereon shall revert to IP, less the following: (1) the Escrow Agent's service and transaction charges specified in the Settlement Administration Fund Escrow Agreement; (2) any taxes paid pursuant to the Settlement Administration Fund Escrow Agreement; and (3) any Administrative Expenses incurred as of the date of termination and owed by IP pursuant to Section XIV.C. If the Settlement becomes null and void, neither the Class nor PSC, nor counsel for any plaintiff or claimant, nor any subrogee or assignee of any of them, shall have any right whatsoever to any of the monies in the Settlement Administration Fund.

## XVI. ATTORNEYS' FEES AND SPECIAL MASTER COSTS

- A. After the Effective Date, the PSC shall petition the Court for an award of attorneys' fees and common benefit costs. Attorneys' fees and costs approved by the Court pursuant to this Section XVI will be paid from the Settlement Fund.
- B. The PSC shall request that the court determine a procedure for the appropriate allocation of attorneys' fees and costs among the PSC and other counsel. IP will have no responsibility, obligation or liability for allocation of fees and costs among plaintiffs' counsel.

- C. In no event will Defendants' liability for attorneys' fees and costs exceed their funding obligations set out in Section XV. Defendants shall have no further obligation for attorneys' fees and costs to any counsel representing or working on behalf of either an individual Class Member or the Class.
- D. The PSC shall pay Special Master Fees that exceed \$50,000 and those fees shall be taxed as costs that the PSC will recover from the Settlement Fund.
- E. The Special Master may, with Court approval, be reimbursed for costs which are estimated to not exceed \$50,000. Such costs shall be paid from any fund for which funds remain after all awards are determined from that fund, or, if no such funds exist, pro rata from all funds, it being understood that the Special Master does not have to wait until all award determinations have been made to seek approval for payment of such costs. Upon Court approval, payment for such costs shall be paid out of the Settlement Fund.
- F. The PSC shall pay Special Master Costs that exceed available rollover funds and/or pro rata funds. Those costs fees shall be taxed as costs that the PSC will recover from the Settlement Fund. IP shall not be responsible for any Special Master costs over and beyond that which is approved by the Court to come out of the \$1.2M Settlement Fund.

XVII. COURT TO RETAIN JURISDICTION TO IMPLEMENT AND ENFORCE SETTLEMENT AGREEMENT

- A. Notwithstanding any other provision of this Settlement, the Court shall retain (1) continuing jurisdiction over the Litigation, the Class, the Class Members, Defendants and the Settlement for the imposes of administering, supervising, construing and enforcing the Settlement; and (2) continuing and exclusive jurisdiction over (a) the Settlement Fund or the Settlement Administration Fund and (b) the distribution of same to Class Members.

XVIII. REPRESENTATIONS

- A. The PSC represents and agrees that the Settlement is a fair, equitable and just process for determining eligibility for, and the amount of, compensation for any given Class Member who has asserted a claim arising from, or related to, the Incident.
- B. The PSC represents that, based on their respective independent consultations with qualified ethics experts or whomever else they deemed necessary, as to their respective ethical obligations and responsibilities, this Section XVIII. is consistent with the rules of professional responsibility and requirements of the respective jurisdictions in which they practice law, as described below.

- C. The following representations apply to claims against the Released Parties arising from, or related to, the Incident.
- i. Each member of the PSC represents that, while nothing in this Settlement is intended to operate as a “restriction” on the right of the PSC members to practice law within the meaning of the equivalent to Rule 5.6(b) of the Louisiana Rules of Professional Conduct and/or the ABA Model Rules of Professional Conduct in any jurisdictions in which the PSC Members practice or whose rules may otherwise apply, the PSC members have no present intent to (a) solicit new clients for the purpose of bringing claims against the Released Parties or any other entity or individual that arise out of or relate in any way to the Incident, (b) acquire or receive a financial interest in any such claims or (c) provide support or assistance to any other attorney in connection with any such claim. Subject to the foregoing, the PSC further represents that, upon funding of the Settlement, because they have no present intent to represent clients with claims arising from, or related to, the Incident in any cases or claims, it is their present intent not to provide assistance of any kind to any plaintiff’s counsel who represents clients with claims arising from, or related to, the Incident in any cases or claims or to participate in any way in the prosecution of such cases or claims.
  - ii. Each member of the PSC represents that he or she has no present intention to solicit new clients with claims arising from, or related to, the Incident.
  - iii. Each member of the PSC and the Defendants agree that the amounts to be paid under this Settlement to each Class Member represent the satisfaction of that Class Member’s claims for compensatory damages. No portion of such settlement represents the payment of punitive or exemplary damages. Nonetheless, in consideration for the satisfaction of each Class Member’s claim for compensatory damages, claims for punitive or exemplary damages shall be released as provided in Section VI.
  - iv. Each member of the PSC represents and agrees that he or she has carefully reviewed the provisions of this Settlement Agreement, has consulted with whomever he or she deemed necessary, and has exercised independent judgment in concluding that the Settlement is in the best interests of his or her clients, and shall recommend the Settlement to his or her clients.
  - v. Except as such agreement may be forbidden by the equivalent of Rule 1.16(d) or Rule 5.6(b) of the Louisiana Rules of Professional Conduct and subject to the Protective Order entered into in this litigation, each member of the PSC represents and agrees that he or she will not share or make available to any other counsel’s non-participating Class Member, potential plaintiff with claims arising from, or related to, the Incident or such other counsel for such Class Member or potential plaintiff: (a) any materials or



information developed in the Litigation or the Related Actions relating to the Incident, including, but not limited to, correspondence, notes, analyses, interview memoranda, exhibit and witness lists, demonstrative exhibits, witness examination outlines, expert reports and exhibits, and results of jury research (“Materials and Information”); or (b) experts, if any, with whom the PSC member has entered into retention agreements for the purpose of prosecuting claims arising from, or related to, the Incident.

- vi. Except as such agreement may be forbidden by the equivalent of Rule 1.16(d) or Rule 5.6(B) of the Louisiana Rules of Professional Conduct and subject to the Protective Order entered into in this litigation, each member of the PSC represents and agrees that, within 30 days after the conclusion of the Litigation, he or she will return to Defendants, or certify destruction of, all materials produced by Defendants in discovery, whether in their possession or in the possession of their clients, experts, consultants or other persons within their control, and shall provide a declaration to Defendants that such return or destruction has occurred.
- vii. Each member of the PSC represents and agrees that he or she -will not hereafter use or reveal information, including but not limited to information relating to the representation of, or gained in the professional relationship with a Class Member, or privileged information where use or revelation is prohibited by the rules of professional conduct, the code of professional responsibility, or equivalent authority, or by any other law, governing the conduct of lawyers, in the jurisdictions in which the PSC member practices law or whose rules might otherwise apply (including but not limited to the equivalent of Rules 1.6(a), 1.8(b) and 1.9(c)(2) of the Louisiana Rules of Professional Conduct and subject to the Protective Order entered by the Court, each member of the PSC represents that no Class Member has consented to the use or revelation of such information, except to the extent required for the PSC to comply with the requirements of Rule 1.8(g) of the Louisiana Rules of Professional Conduct and subject to the Protective Order entered by the Court.

D. PSC represents that they have obtained the requisite authority from all members of the PSC to enter this Settlement Agreement in a manner that binds each PSC member to its terms.

E. The Parties shall use their best efforts to conclude the settlement and obtain the Order and Judgment. The Parties agree that it is essential that this proposed settlement be prosecuted to a successful conclusion in accordance with all applicable provisions of law and exercise of good faith on the part of the Parties. Inherent in the accomplishment of this mutual goal is the understanding among the Parties that the Parties assume the mutual obligation to each other to assist and cooperate in the effectuation of the settlement in accordance with all applicable legal requirements. To that end, the Parties commit to affirmatively support the

settlement in the event of appeal, to maintain the integrity and goals of the settlement in all further proceedings in this Litigation, and to take such action as may be legally proper to assure the jurisdiction of the Court in this and all subsequent proceedings. The Parties agree to be bound by and to the terms of this Settlement Agreement in any court of competent jurisdiction to the same extent as they agree to be bound herein, to which end the Parties agree that the terms hereof are contractual, binding, and enforceable obligations and not merely a recital. In furtherance of this Agreement, the Parties agree to take such action as may be appropriate to secure court approval of the terms of the settlement in a court of competent jurisdiction.

- F. IP represents that it has obtained the requisite authority to enter this Settlement Agreement in a manner that binds each of them to its terms.

#### XIX. MISCELLANEOUS

- A. IP does not admit or concede that it owes any damages whatsoever relating to the Incident.
- B. All persons should be on notice of their continuing duty to monitor the Court's docket for the most current filings and information. The Court, in its discretion, may alter, postpone or amend any of the deadlines scheduled by the Court in connection with the approval of this Agreement without additional formal notice. Orders of any such changes are expected to be presented on the Court's website: <http://www.laed.uscourts.gov/>
- C. Any Class Member (or his or her attorney) who submits false or intentionally misleading information, through any form of deception, dishonesty or fraud shall be subject to appropriate sanctions (including monetary sanctions and costs).
- D. Unless otherwise specified, any written notices and other communications under this Settlement shall be in writing and shall be sent to—

For PSC

Via Email:

Shawn Reed: [ipblackliquorsettlement@howardandreed.com](mailto:ipblackliquorsettlement@howardandreed.com)

Jonathan Pedersen: [ipblackliquorsettlement@howardandreed.com](mailto:ipblackliquorsettlement@howardandreed.com)

For IP

Via Email:

Chaney Nichols: [Chaney.Nichols@ipaper.com](mailto:Chaney.Nichols@ipaper.com)

Tim Gray: [Tim.Gray@formanwatkins.com](mailto:Tim.Gray@formanwatkins.com)

- E. This Agreement is the product of arms' length negotiations between the Parties. No Party shall be deemed the drafter of this Agreement or any provision thereof. No presumption shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Agreement.
- F. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Louisiana without regard to conflict of laws principles.
- G. This Settlement Agreement, including its exhibits, constitutes the entire agreement between the Parties, and the Parties have not received or relied on any agreements or promises other than as contained in writing in this Settlement Agreement, including its exhibits. Prior drafts shall not be used to construe this Settlement Agreement.
- H. All time periods herein after stated in calendar days.
- I. This Agreement may not be modified or amended unless such modification or amendment is in writing executed by the Parties.
- J. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same Settlement Agreement.

XX. FEDERAL RULE OF EVIDENCE 408

- A. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Federal Rules of Evidence Rule 408, and any equivalent rule of evidence of any state, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
- B. The Parties also agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement, and any acts in the performance of this Settlement are not intended to be, nor shall they in fact be, admissible, discoverable, or relevant in any case or other proceeding against any Released Party as evidence of any obligation that any Party hereto has or may have to anyone.

- C. The provisions of this Settlement, and any orders, pleadings or other documents entered in furtherance of this Settlement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of exhaustion of insurance coverage or res judicata in a subsequent case, (4) in connection with any motion to enjoin or stay any other action related to the Incident, or (5) to obtain Court approval of the Settlement.

## Appendix A

1. A Court Appointed Special Master shall preside over the administration of the Settlement and the Evaluation of Claims submitted by the Class Members.
2. All Claims must be submitted on a Proof of Claim Form signed by the Class Member and attested to under penalty of perjury. The Proof of Claim Form must be completed by the Class Member or Counsel for the Class Member and must be postmarked on or before the Claim Deadline, or timely submitted to the Special Master electronically.
3. Complete Proof of Claim Forms will be assessed and evaluated by the Special Master. A Proof of Claim Form will be deemed to be complete if the Class Member fully answers all applicable questions on the Proof of Claim Form and, if required, provides adequate documentation in support of the Claim. The Special Master has final and binding authority to decide whether evidence submitted with a Proof of Claim Form provides adequate documentation.
4. Any Proof of Claim Form that lacks the requisite information or supporting documentation required herein will be deemed to be incomplete and ineligible for payment. In his sole discretion, the Special Master may return an incomplete Proof of Claim Form to the Class Member submitting the Claim for cure within 15 days. If the Class Member does not timely cure the deficiencies the Claim shall be denied as incomplete.
5. Following the submission of a complete Proof of Claim Form and adequate documentation, the Special Master will determine what, if any, funds are available to each claimant and the amount of any award to be paid to each claimant dependent upon the value of the claim based upon evidence presented and funds available to compensate all claimants in the relevant subclass.
6. Once all the complete and timely Proof of Claim Forms have been submitted and evaluated by the Special Master, should the funds for any certain subclass be insufficient to pay all approved claims within the subclass, even after any rollover from other subclass funds, then all Approved Claims in any certain subclass will be adjusted pro rata.

SIGNATURES ON NEXT PAGE

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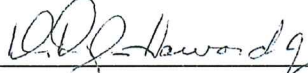
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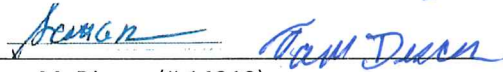
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