

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
LOUISIANA

If you are a person or entity who was physically present or owned property within the Court-ordered boundaries near the International Paper Company Paper Mill in Bogalusa, Louisiana and sustained injuries, inconvenience, or damages as a result of a release of black liquor from the mill on June 10, 2015 and submitted a complete and signed claim form postmarked by March 23, 2022, you could be entitled to receive a payment from a \$1.25 million class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- After considerable discovery and a liability trial, a settlement has been reached in a class action lawsuit about the release of black liquor from the International Paper Company pulp and paper mill in Bogalusa, Louisiana on June 10, 2015 (the “Incident”).
- You are included in the settlement if you were physically present or owned property within the following boundaries 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:
 - Northern Boundary: Derbigny Street to Austin Street, north on Austin Street to Bayer Street, east on Bayer Street
 - 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
 - Southern Boundary: St Lewis Street to New Orleans Street to West 12th Street
 - Western Boundary: Avenue F to Willis Avenue to Madison Street
- The \$1.25 million settlement will provide payments to impacted individuals and businesses who submitted valid Proof of Claim Forms on time with required documentation. Claims that are eligible for a settlement payment include:
 - damage to immovable property within the class area (including nuisance and vegetation damage)
 - damage to movable property within the class area (for example, patio furniture)
 - bodily injury, including diseases or physical conditions to persons within the class area (including emotional distress)
- The Court has appointed a Special Master to supervise the claims process and determine payments to eligible claimants.
- If you are included in the settlement, your legal rights are affected whether you act or not. **Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Proof of Claim Form	This is the only way to ask for a payment.
Object	Write to the Court about why you disagree with the Settlement. You still need to submit a Proof of Claim Form if you want to ask for a payment.
Attend a Court Hearing	Ask to speak in Court about the fairness of the Settlement. You still need to submit a Proof of Claim Form to ask for a payment.
Do Nothing	Get no payment. Give up rights.
New Opportunity to Opt Out	If you are a member of the Class, you have a new and final opportunity to opt out of the Class and proceed with your own case. To opt out, you must send a written letter to Class Counsel for Plaintiffs and counsel for International Paper Company stating that you are removing yourself from the Class. This letter must be received by Class Counsel for Plaintiffs and counsel for International Paper Company <u>no later than 14 days from the date of this Notice</u> . By opting out, you give up your right to participate in the Settlement and will be required to pay the Class for your proportionate share of the costs that have been incurred thus far in this case. Furthermore, should you decide to opt out and pursue a claim separate from the Class, you 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.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

Questions? Visit the Court’s website at:

<https://www.laed.uscourts.gov/case-information/international-paper>.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	PAGE 4
1. Description of the Case?	
2. Why was this Notice issued?	
3. What is the “Incident”?	
4. What is “black liquor”?	
5. Why is this a class action?	
6. Why is there a settlement?	
WHO IS IN THE SETTLEMENT.....	PAGE 7
7. Who is included in the Settlement?	
8. What is the “Class Area”?	
9. Who is included in the “Tier 1 area”?	
10. Who is included in the “Tier 2 area”?	
11. Who is included in the “Tier 3 area”?	
THE SETTLEMENT BENEFITS—WHAT YOU GET.....	PAGE 9
12. How much money is available to pay valid claims?	
13. How will compensation for claims in the Class Area be calculated?	
HOW TO GET A PAYMENT—PROOF OF CLAIM FORM.....	PAGE 12
14. How can I get a payment?	
15. Should I hire my own lawyer to complete and submit a Proof of Claim Form?	
16. When will I get my payment?	
17. What am I giving up to get a payment?	
OBJECTING TO THE SETTLEMENT.....	PAGE 20
18. How do I tell the Court if I do not agree with the Settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGE 21
19. Do I have a lawyer in the case?	
20. How will the lawyers be paid?	
THE COURT’S FAIRNESS HEARING.....	PAGE 22
21. When and where will the Court consider whether to approve the Settlement?	
22. Do I have to come to the hearing?	
23. May I speak at the hearing?	
IF I DO NOTHING.....	PAGE 23
24. What happens if I do nothing?	
25. Do I have a new opportunity to opt out of the Class, and therefore, the Settlement?	
GETTING MORE INFORMATION.....	PAGE 24
26. How do I get more information?	

BASIC INFORMATION

1. Description of the Case

On June 10, 2015, a sight glass on an evaporator tank at 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.

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 an issue-based 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.

A notice was issued in June 2019 ("2019 Notice") informing you 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 you did not wish to participate in the class action, you 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 you 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 8 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.

The 2022 Notice also informed you that if you were a class member and you intended to pursue a claim for injury or damages arising from the black liquor release, you had to submit a complete and sufficient claim form postmarked by March 23, 2022, or your claims would be forfeited.

Information about the case, as well as the 2019 and 2022 Notices, is available on the Court’s website at <https://www.laed.uscourts.gov/case-information/international-paper>.

2. Why was this Notice issued?

A Court authorized this Notice because affected people and businesses have a right

to know about a proposed settlement of the described lawsuit. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to every eligible class member who submits a valid Proof of Claim Form with required documentation. The people and businesses asserting claims in the lawsuit are called “Plaintiffs.” International Paper Company is called “Defendant.”

This is a summary of the Settlement. The full Settlement Agreement is available at the Court’s website at <https://www.laed.uscourts.gov/case-information/international-paper>. People and businesses who are included in the Settlement are strongly encouraged to review the full Settlement Agreement and consult with a lawyer about their rights and obligations under the Settlement. Your legal rights are affected whether you act or not.

3. What is the “Incident”?

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” into 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.

4. What is “black liquor”?

Black liquor is a by-product of the paper-making process. Plaintiffs allege that the release of black liquor from IP’s Bogalusa facility caused injuries and damages to persons, real property, and other property near the Mill. IP denies these allegations.

5. Why is this a class action?

In a class action, one or more people sue on behalf of people who have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except for those who excluded themselves from the class by opting out by August

30, 2019 or not submitting a claim form by March 23, 2022. (*see* “Description of the Case,” above).

6. Why is there a settlement?

The trial of Phase One, to determine whether IP is liable for the release of black liquor, was held on October 25-26, 2021 and, 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 6 below and 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. The Court did not decide in favor of Plaintiffs or Defendants in Phase II. In other words, there has been no determination as to alleged damages. Instead, both sides agreed to a settlement. This way, they avoid the costs and risks of a trial, and the people affected will get compensation. The lawyers representing the Class (*see* “The Lawyers Representing You,” below) believe the Settlement is best for all Class Members. The Settlement does not mean that IP did anything wrong.

WHO IS IN THE SETTLEMENT

7. Who is included in the Settlement?

The Settlement Class includes those who were physically present or owned property within the following boundaries 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, and submitted a complete and signed claim form postmarked by March 23,

2022:

- Northern Boundary: Derbigny Street to Austin Street, north on Austin Street to Bayer Street, east on Bayer Street
- 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
- Southern Boundary: St Lewis Street to New Orleans Street to West 12th Street
- Western Boundary: Avenue F to Willis Avenue to Madison Street

The Settlement Class is made of up of three groups or “Tiers,” which are described in Questions 9, 10, and 11 below. If you fit within any one of these three groups, you are a Settlement Class Member who will be legally bound by all determinations made by the Court concerning the Class unless you excluded yourself by opting out by August 30, 2019 or did not submit a claim form by March 23, 2022, or choose to opt out as described in this Notice (see “Do I have a new opportunity to opt out of the Class, and therefore, the Settlement?”, below). If you are not sure whether you are included in the Class, you may send an email to ipblackliquorsettlement@howardandreed.com. You may also contact Class Counsel (see “The Lawyers Representing You,” below) or your own lawyer.

8. What is the “Class Area”?

The “Class Area” includes the area within the following boundaries:

- Northern Boundary: Derbigny Street to Austin Street, north on Austin Street to Bayer Street, east on Bayer Street
- 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
- Southern Boundary: St Lewis Street to New Orleans Street to West 12th Street
- Western Boundary: Avenue F to Willis Avenue to Madison Street

A map showing the boundaries of the Class Area is attached to this Notice. A color version of the map may be viewed at the Court’s website at <https://www.laed.uscourts.gov/case-information/international-paper>.

9. Who is included in the “Tier 1 area”?

“Tier 1 area” means: North of Willis Ave. (south boundary); East of Austin St. railroad tracks. (west boundary); West of Richmond St. (east boundary); and South of Louisiana Ave./Carolina Avenue (north boundary).

10. Who is included in the “Tier 2 area”?

“Tier 2 area” means: North of Louisiana Ave./Carolina Avenue (south boundary); East of Austin St. railroad tracks. (west boundary); West of Richmond St. (east boundary); and South of Redmond Street. (north boundary).

11. Who is included in the “Tier 3 area”?

“Tier 3” means all areas other than Tier 1 and Tier 2 within the geographic boundary set by the Court for the class.

THE SETTLEMENT BENEFITS—WHAT YOU GET

Class Members who submit valid Proof of Claim Forms on time are eligible to receive settlement payments. The Settlement Agreement can be viewed at the Court’s website at <https://www.laed.uscourts.gov/case-information/international-paper> and describes all of the details on the benefits available from the Settlement.

12. How much money is available to pay valid claims?

The \$1.25 million settlement sets aside \$50,000 for “Special Master Fees.” From the remaining \$1.2 million fund, Class Counsel will ask the Court for attorneys’ fees, costs, and expenses. Thus far, the costs and expenses incurred by the lawyers representing the Class are \$451,287.98. The attorneys representing the Class expect to ask the Court for attorneys’ fees of not more than 20% of the settlement amount. 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.

Prior to the Court's determination of fees, costs, and expenses, the \$1.2 million fund is divided up in the following way to provide payments to Class Members who submit valid claims:

- Tier 1 and Tier 2 includes all Immovable Property Damage claims (includes nuisance and vegetation claims):
\$21,000 fund
- Tier 1 Personal Injury (includes emotional distress): \$31,000 fund
- Tier 2 Personal Injury (includes emotional distress): \$14,100 fund
- Tier 1 Movable Property Damage (excluding drive throughs): \$5,000 fund
- Tier 1 Drive Throughs: \$20,000 fund
- Tier 2 Drive Throughs: \$43,000 fund
- Tier 3 Damages: \$115,000 fund
- Disputed Location Claimants (disagreement as to location): \$18,750 fund
- Tier 1 Owner Enhancement 1st Property: \$57,000 fund
- Tier 1 Owner Enhancement 2nd Property: \$5,500 fund
- Tier 2 Owner Enhancement 1st Property: \$55,000 fund
- Tier 2 Owner Enhancement 2nd Property: \$10,000 fund
- Tier 3 Owner Enhancement 1st Property: \$180,000 fund
- Tier 3 Owner Enhancement 2nd Property: \$37,000 fund
- Tier 1 Resident > 2 Years Enhancement: \$82,500 fund
- Tier 2 Resident > 2 Years Enhancement: \$74,250 fund
- Tier 3 Resident > 2 Years Enhancement: \$224,500 fund
- Owner Enhancement – Owns More Than 2 Properties In Area: \$43,500 fund
- Extraordinary Claim Enhancement: \$75,000 fund
- Deposition Enhancement: \$37,500 fund
- Class Representative/Affidavit Enhancement: \$50,000 fund

If the total amount needed to pay valid claims from any fund exceeds the money available, the Settlement Agreement has rules on how payments may be reduced and paid in proportion to payments of other eligible claimants. If there is money remaining in a fund after all claims have been processed, there are also rules on how the remaining money can be moved to one or

more of the other settlement funds to pay claims..

13. How will compensation for claims in the Class Area be calculated?

As claims are processed, the Special Master will determine compensation amounts for each claimant based on the documentation or other evidence submitted to support their claim. Maximum awards for each category of documented claims are as follows:

- For Tier 1 and Tier 2 Property Damage (includes nuisance and vegetation claims) the base compensation amounts will be up to a maximum of \$1,500
- For Tier 1 Personal Injury (includes emotional distress) the base compensation amounts will be up to a maximum of \$500
- For Tier 2 Personal Injury (includes emotional distress) the base compensation amounts will be up to a maximum of \$350
- For Tier 1 Movable Property Damage (excluding drive throughs) the base compensation amounts will be up to a maximum of \$250
- For Tier 1 Drive Throughs the base compensation amounts will be up to a maximum of \$250
- For Tier 2 Drive Throughs the base compensation amounts will be up to a maximum of \$100
- For Tier 3 Damages the base compensation amounts will be up to a maximum of \$200
- Disputed Claimants the base compensation amounts will be up to a maximum of \$250

As described in more detail in Section IV of the Settlement Agreement, the Special Master will determine what, if any, enhancement(s) are available to each claimant and the amount of any enhancement to be paid to each claimant dependent upon the value of the claim based upon evidence presented and funds available to compensate all claimants.

- For Tier 1 Owner Enhancement 1st Property the base compensation amounts will be up to a maximum of \$3,000
- For Tier 1 Owner Enhancement 2nd Property the base compensation amounts will be up to a maximum of \$2,750
- For Tier 2 Owner Enhancement 1st Property the base compensation amounts will be up to a maximum of \$2,750
- For Tier 2 Owner Enhancement 2nd Property the base compensation amounts will be up to a maximum of \$2,500
- For Tier 3 Owner Enhancement 1st Property the base compensation amounts will be up to a maximum of \$1,250
- For Tier 3 Owner Enhancement 2nd Property the base compensation amounts will be

- up to a maximum of \$1,000
- For Tier 1 Resident > 2 Years Enhancement the base compensation amounts will be up to a maximum of \$2,500
- For Tier 2 Resident > 2 Years Enhancement the base compensation amounts will be up to a maximum of \$2,250
- For Tier 3 Resident > 2 Years Enhancement the base compensation amounts will be up to a maximum of \$500
- For Owner Enhancement – Owns More Than 2 Properties In Area the base compensation amounts will be up to a maximum of \$1,500
- For Extraordinary Claim Enhancement there is no set base compensation amount
- For Deposition Enhancement the base compensation amounts will be up to a maximum of \$2,500
- For Class Representative/Affidavit Enhancement there is no set base compensation amount

HOW TO GET A PAYMENT—SUBMITTING A PROOF OF CLAIM FORM

14. How can I get a payment?

To ask for a payment, you must complete and submit a Proof of Claim Form and any required documentation. If you received this Notice in the mail, a Proof of Claim Form is included in the packet. You can also get a Proof of Claim Form at the Court’s website at <https://www.laed.uscourts.gov/case-information/international-paper> or by emailing ipblackliquorsettlement@howardandreed.com. Please read the Proof of Claim Form instructions carefully. Proof of Claim Forms must be postmarked within one (1) month from the date the Settlement is approved by the Court (“Claim Deadline”). You also may go to the claims offices and fill out the Proof of Claim Form during the Settlement Period:

- Howard, Reed & Pedersen, 516 N. Columbia St., Covington, LA 70433
- Arata & Arata Law Offices, 216 Austin St., Bogalusa, LA 70427
- Discon Law Firm, 424 N. Causeway Blvd Ste. A, Mandeville, LA 70448

A Claimant may make an Immovable Property Damage Claim (includes property damage, vegetation, and nuisance claims) for up to 2 properties. To recover for a Tier 1 or Tier 2 Immovable Property Damage Claim (includes property damage, vegetation, and nuisance

claims), you must submit proof of at least a 50% ownership interest in the piece of immovable property for which you are making claim and a time-stamped picture dated June 10 or 11, 2015 of visible black liquor droplets on the property or before and after photographs of vegetation and/or other Credible Evidence of property damage that were alleged to be damaged by the black liquor release on June 10, 2015. “Credible Evidence” means evidence that is more than the mere statement of a claimant that is otherwise satisfactory to the Special Master as proof of the allegation at issue.

Any Claimant who makes a Tier 1 claim is precluded from also making a Tier 2 or Tier 3 claim. Any Claimant who makes a Tier 2 claim is precluded from also making a Tier 1 or Tier 3 claim. This does not preclude a claimant from making Enhancement claims for which he or she is eligible, regardless of any potential Tier 1, 2 or 3 claim.

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

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

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

To recover from a Tier 1 or Tier 2 Movable Property Fund (excluding vegetation

claims, which are recoverable only with an Immovable Property Claim), a Claimant must have 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.

To recover as a Tier 1 Drive Through a Claimant must present either a certified medical record showing that they 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 their vehicle, and/or Credible Evidence of the property damage that were alleged to be damaged by the black liquor release on June 10, 2015 .

To recover as a Tier 2 Drive Through, a Claimant must present either a certified medical record showing that they 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 their vehicle, and/or Credible Evidence of the property damage that were alleged to be damaged by the black liquor release on June 10, 2015.

To recover as a Tier 3 Claimant a Claimant must submit proof of at least a 50% ownership interest in the piece of immovable property within the Class Area, evidence of residency and/or credible evidence of stationary exposure in a Tier 3 area on June 10, 2015 coupled with Credible Evidence of damage or present a certified medical record showing that the Claimant sought medical treatment for the alleged injuries (physical or emotional) within 14 days of the release. If a claimant on the “disagreement of location” list makes a claim, the Special Master will seek to assure that the claimant has some evidence of the location of exposure and that the claimant meets the proof required of the particular Tier for which they

the Claimant has have asserted a claim.

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

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

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

on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

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

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

Claimants who own more than two properties within the geographic boundary set by the Court cannot claim full recovery for any such additional properties. However, claimants who 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. To recover an enhancement from the “Bonus Owner Enhancement” fund, a claimant must present evidence of ownership of at least 50% of a property of two (2) additional properties within the

geographic boundary set by the Court (Tier 1, 2 or 3) and a third property owned within the geographic boundary set by the Court owned on June 10, 2015 (Tier 1, 2 or 3). Examples of such evidence include, but are not limited to, a Bill of Sale, Assessment from the Washington Parish Assessor's office reflecting their ownership interest on June 10, 2015, Judgment of Possession, or other interest related to an estate owned property.

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

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

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

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

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

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

June 10, 2015 in a Tier 3 location but has medical documentation of treatment reflective of a condition anticipated by the IP SDS of black liquor, including but not limited, to symptoms related to or exacerbation of pre-existing respiratory conditions such as COPD and/or asthma. These claims can also include property damage claims for claimants within any Tier or any other extraordinary claim deemed compensable by the Special Master.

15. Should I hire my own lawyer to complete and submit a Proof of Claim Form?

If you are considering submitting a Proof of Claim Form, you should speak for free with one of the lawyers representing the Class (*see*, “The Lawyer Representing You,” below) or speak with your own attorney, at your own cost.

16. When will I get my payment?

All Proof of Claim Forms that are submitted on time will be reviewed by a Special Master appointed by the Court. The Special Master will determine the amount of compensation each claimant is eligible to receive. Payments for approved claims will then be mailed to Class Members after (1) all claims have been processed, (2) the Court has granted “final approval” of the Settlement (*see* “The Court’s Fairness Hearing,” below), and (3) any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

17. What am I giving up to get a payment?

If the settlement becomes final, Class Members who submit a Proof of Claim Form or do nothing at all will give up the right to sue IP for the “Released Claims” that are described in Section VI of the Settlement Agreement. This means you will no longer be able to sue or continue to sue IP for any of the claims resolved by this settlement.

The Settlement Agreement is available at the Court’s website at

<https://www.laed.uscourts.gov/case-information/international-paper> and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the lawyers representing the Class for free (*see* “The Lawyers Representing You,” below) or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean. The Special Master will be responsible to assure all Medicare and Medicaid liens are resolved prior to disbursing any funds to claimants.

As a general matter, the Class Members will provide IP a full release of any and all claims 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 damages involved.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not agree with the Settlement?

You can tell the Court if you do not agree with the Settlement or some part of it. To do so, you must mail a written objection with specific reasons why you think the Court should not approve the Settlement. If you have an attorney, both you and your attorney must sign the objection. Your objection must include your full name, address, e-mail address, if any (an

e-mail address is not required), and telephone number. Your objection must also include the caption of this Litigation (*Slocum, et al. v. International Paper Company, et al. Case No. 2:16-cv-12563-EEF-JVM*), a statement of whether you want to speak at the Fairness Hearing (*see* “The Court’s Fairness Hearing,” below), a list of any witnesses you intend to call at the hearing, the subject area of the witnesses’ testimony, and all documents to be used or submitted to the Court at the hearing. Mail your objection, which must be postmarked no later than 30 days from the date of this Notice, to the following lawyers:

Tim D. Gray
Forman Watkins & Krutz,
LLP
201 St. Charles Avenue,
Suite 2100
New Orleans, LA 70170

Shawn C. Reed
Howard, Reed & Pedersen
516 N. Columbia Street
Covington, LA 70433

Jonathan C. Pedersen
Howard, Reed & Pedersen
839 St. Charles Avenue,
Suite 306
New Orleans, LA 70130

If you submit an objection, you are required to meet in person with the Special Master prior to the Fairness Hearing to discuss your objection and a potential resolution. If you do not meet with the Special Master, your objection may be considered invalid. Any objection that is not resolved with the Special Master will be considered by the Court at the Fairness Hearing. If you want to receive a payment from the Settlement, even if you object to it, you must submit a Proof of Claim Form.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent you and other Class Members:

- 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 Law Offices in Bogalusa, Louisiana
- Scott G. Discon of Discon Law Firm in Mandeville, Louisiana
- Kyle Del Hierro of Howard, Reed & Pedersen in Covington, Louisiana

For their work on behalf of the entire Class, you will not be charged because these lawyers will apply to the Court for payment of their fees, costs and expenses from the Settlement Fund (*see* “How Will The Lawyers Be Paid,” below). If you want to be represented by your own lawyer in this case, you may hire one at your own expense. If you have hired a lawyer to represent you for claims in this litigation, please contact your lawyer for further information.

20. How will the lawyers be paid?

The Special Master and Court will determine the amount to be deducted from the \$1.25 settlement fund to pay for lawyers’ fees, costs and expenses that are approved by the Court. After the Court grants “final approval” of the settlement (*see* “The Court’s Fairness Hearing,” below) and any appeals are resolved, Class Counsel will ask the Court for attorneys’ fees, costs and expenses to be paid from the \$1.25 million fund.

THE COURT’S FAIRNESS HEARING

21. When and where will the Court consider whether to approve the Settlement?

The Court has scheduled a hearing for October 14, 2022 at 10:00 a.m. at the Courthouse for the Eastern District of Louisiana, Hale Boggs Federal Building, United States Courthouse, 500 Poydras Street, Room C456, New Orleans, LA 70130. At this hearing, the Court will consider whether the Class should be certified for settlement, and, if so consider, (1) any properly submitted objections to the Settlement, (2) whether the Settlement is fair, reasonable, and adequate, and (3) whether to grant final approval of the Settlement Class and Settlement.

The Fairness Hearing may be moved to a different time or date without additional notice, so it is a good idea to check the Court’s website at <https://www.laed.uscourts.gov/>

case-information/international-paper for updated information.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. You may also pay your own lawyer to attend the Fairness Hearing, but your lawyer's attendance is not necessary.

23. May I speak at the hearing?

To ask the Court for permission to speak at the Fairness Hearing, follow the procedures for objecting to the settlement in Question 18.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will receive no payment from the Settlement. And, unless you excluded yourself from the Settlement, you will not be able to sue or continue to sue IP for the Released Claims.

25. Do I have a new opportunity to opt out of the Class, and therefore, the Settlement?

Yes, you have one final opportunity to opt out of the class and proceed with your own case. To do so, you must mail a written notice to Class Counsel for Plaintiffs and counsel for International Paper Company stating that you are excluding yourself from the Class. 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. By opting out, you give up your right to participate in the Settlement. You will also be required to pay the Class for your proportionate share of the costs that have been incurred thus far in this case. Also, if you have obtained your own attorney, that attorney may owe Class Counsel a percentage of attorneys'

fees for work that Class Counsel performed on behalf of the Class. Furthermore, should you decide to opt out and pursue a claim separate from the Class, you 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.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at the Court's website at <https://www.laed.uscourts.gov/case-information/international-paper>. If you still have questions, you may send an email to ipblackliquorsettlement@howardandreed.com. You may also contact Class Counsel (*see* "The Lawyers Representing You," above) or your own lawyer. To get a Proof of Claim Form, visit the Court's website at <https://www.laed.uscourts.gov/case-information/international-paper>.