

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In Re: LIQUID ALUMINUM SULFATE
ANTITRUST LITIGATION

Civil Action No. 16-md-2687 (JLL) (JAD)

**DECLARATION OF
ANDY MORRISON**

ANDY MORRISON, of full age, hereby declare under penalty of perjury as follows:

1. I am a project manager at the class action notice and settlement administration firm, Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.

2. Angeion has administered class action settlements involving millions of class members. A representative list of the settlements administered by Angeion is available at <http://www.angeiongroup.com/cases.htm>.

3. Angeion is not related to or affiliated with any of the attorneys comprising class counsel or counsel for defendants.

4. Angeion was retained as the Settlement Administrator for the Settlement and appointed by the Court pursuant to the Court’s Order entered on February 6, 2019. The purpose of this declaration is to provide the Court with an update regarding the dissemination of notice to Direct Purchaser Settlement Class Members.

Mailed Notice

5. On or about January 28, 2019, Angeion received the Chemtrade Direct Purchaser Settlement Class Member data (“Class List”). The Class List contained 3,389 unique name and address records. Angeion supplemented this list with Class Member data previously received for the purpose of effectuating notice in the Settlement between Direct Purchaser Class Plaintiffs

and Defendants GEO Specialty Chemicals, Inc., Kenneth A. Ghazey and Brian C. Steppig (the “GEO Settlement”). The list was further supplemented with the individuals who submitted Claim Forms in the GEO Settlement. The finalized Class List contained 10,925 records with name and mailing address information.

6. Prior to mailing the Notice and Claim Form (“Notice Packet”), Angeion ran the Class List through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database, which provides updated addresses for all individuals who have moved during the previous four years and filed a change of address form with the USPS.

7. On February 15, 2019 (the “Notice Date”), Angeion caused Notice Packets to be mailed to the 10,925 Direct Purchaser Settlement Class Members contained on the Class List. The Notice Packets were sent via USPS First-Class mail, postage prepaid. A copy of the Notice Packet is attached hereto as Exhibit “1”.

Dedicated Post Office Box

8. Prior to the Notice Date, Angeion established the following Post Office Box to receive Claim Forms, requests for exclusion, and other correspondence related to the Settlement: P.O. Box 30097, Philadelphia, PA, 19103. This Post Office Box address was contained in the Notice Packet disseminated to Direct Purchaser Settlement Class Members as well as the Summary Notice.

Publication Notice

9. Angeion caused the Summary Notice to be published in the April edition of *The Municipal*, which had a hard copy distribution date of March 19, 2018. A copy of the Summary Notice is attached hereto as Exhibit “2”.

Settlement Website

10. Angeion previously established and is currently maintaining the following website devoted to the Settlement: www.LiquidAluminumDirectSettlement.com (the “Settlement Website”). The Settlement Website was updated on February 15, 2019 to provide information pertaining to the instant Settlements with the Kemira and Chemtrade Settling Parties.

11. The Settlement Website contains general information about the Settlements and related deadlines as well as important documents, including a downloadable Notice and Claim Form. The Settlement Website also contains a Contact Us link whereby Direct Purchaser Settlement Class Members can send an email to a dedicated email address established for the Settlement: info@LiquidAluminumChemtradeSettlement.com. Direct Purchaser Settlement Class Members can also submit their Claim Forms online via the Settlement Website.

12. Angeion will continue maintaining and, as appropriate, updating the Settlement Website until the conclusion of this administration, or as directed by the Parties or this Court.

13. As of March 20, 2019, the Settlement Website has had 276 pageviews.

Toll-Free Hotline

14. On February 14, 2019, Angeion updated the following toll-free hotline devoted to the Settlement: 1-855-338-6128, to include information pertaining to the Settlements with the Kemira and Chemtrade Settling Parties. The toll-free hotline utilizes an interactive voice response (“IVR”) system to provide callers with responses to frequently asked questions and to inform Direct Purchaser Settlement Class Members of important dates and deadlines pertinent to the Settlement. The toll-free hotline is accessible 24 hours a day, 7 days a week. Callers also have the ability to leave a message requesting a Claim Form and/or Notice via the toll-free hotline, and have the option to speak with a live operator during regular business hours if they

have additional questions. Angeion will update the IVR as necessary through the administration of the Settlements.

15. As of March 21, 2019, the toll-free hotline has received 27 calls, totaling 92.5 minutes.

Requests for Exclusion Received to Date

16. The deadline for Direct Purchaser Settlement Class Members to request exclusion from the Direct Purchaser Settlement Class is April 2, 2019. As of March 20, 2019, Angeion has not received any requests for exclusion from the Direct Purchaser Settlement Class. Additionally, although the Notice directs the submission of objections to counsel and the Court, Angeion can also confirm that it has not received any objections to the Settlement. Angeion will inform the Parties of any requests for exclusion, or objections to the Settlement, it receives after the April 2, 2019 deadline.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: March 21, 2019



ANDY MORRISON

Exhibit 1

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

In Re: LIQUID ALUMINUM SULFATE
ANTITRUST LITIGATION

Civil Action No. 16-md-2687 (JLL) (JAD)

**If You Purchased Liquid Aluminum Sulfate In The United States Directly From
A Defendant From January 1, 1997 Through February 28, 2011,
You Could Be Affected By Proposed Class Action Settlements**

*A federal court authorized this Notice.
This is not a solicitation from a lawyer. You are not being sued.*

- This Notice is being sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of New Jersey (“Court”). The purpose of this Notice is to advise you of the pendency of the class action lawsuit called *In Re: Liquid Aluminum Sulfate Antitrust Litigation* (“Action”) and the proposed partial settlements (each a “Settlement,” together the “Settlements”) reached in the Action between Direct Purchaser Class Plaintiffs¹ and settling defendant Kemira Chemicals, Inc. (“Kemira”) and between Direct Purchaser Class Plaintiffs and settling defendants Chemtrade Logistics Income Fund; General Chemical Corporation; General Chemical LLC; General Chemical Performance Products, LLC; Chemtrade Chemicals Corporation; Chemtrade Chemicals US LLC; Chemtrade Solutions, LLC, and individual defendants Matthew LeBaron, Scott Wolff, Alex Avraamides, Frank Reichl, Amita Gupta, and Vincent Opalewski (together, “Chemtrade”).² The Court preliminarily approved the Settlements on February 6, 2019. **Please Note: The Settlements do not release any claims of Direct Purchaser Class Plaintiffs and the other members of the Direct Purchaser Settlement Class (as defined below) against any other Defendant named in the Action and litigation against those Defendants is ongoing.**³
- Pursuant to the Settlements, Kemira has agreed to pay a total of \$3.8 million in cash. Chemtrade has agreed to pay \$51 million in cash, plus assign certain indemnity rights against the former owners of General Chemical Corp, with a guarantee of recovery of at least an additional \$5 million. Kemira and Chemtrade deny all of Direct Purchaser Class Plaintiffs’ claims and deny all wrongdoing but have agreed to settle in order to avoid the cost and risk of a trial.
- This lawsuit involves liquid aluminum sulfate or “Alum.” Alum is a chemical utilized by municipalities and industries for a variety of uses including, *inter alia*, treating drinking water, controlling algae in lakes and ponds, treating wastewater, manufacturing paper and pulp and fixing dyes to textiles. The Direct Purchaser Class Plaintiffs allege that Kemira and Chemtrade participated in a conspiracy – with other Defendants in the

¹ Direct Purchaser Class Plaintiffs are Central Arkansas Water; City of Charlotte, North Carolina; City and County of Denver, Colorado, acting by and through its board of Water Commissioners; Flambeau River Papers, LLC; City of Greensboro, North Carolina; Mobile Area Water and Sewer System; City of Rochester, Minnesota; City of Sacramento, California; SUEZ Water Environmental Services Inc.; SUEZ Water New Jersey Inc.; SUEZ Water Princeton Meadows Inc.; SUEZ Water New York Inc.; SUEZ Water Pennsylvania Inc.; and City of Texarkana, Arkansas and City of Texarkana, Texas, d/b/a Texarkana Water Utilities.

² The full terms of the Settlements are set forth in the respective Settlement Agreements between Direct Purchaser Class Plaintiffs and Defendant Kemira Chemicals Inc., and between Direct Purchaser Class Plaintiffs and the Chemtrade Defendants, copies of which can be viewed on the Settlement website, www.liquidaluminumdirectsettlement.com. All capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Settlement Agreements. In the event of any conflicts between the terms of this Notice and the Settlement Agreements, the Settlement Agreements shall control.

³ Defendants are General Chemical Corporation, General Chemical Performance Products, LLC, General Chemical LLC, GenTek Inc., Chemtrade Logistics Income Fund, Chemtrade Logistics Inc., Chemtrade Chemicals Corporation, Chemtrade Chemicals US, LLC, Chemtrade Solutions, LLC, C&S Chemicals, Inc., GEO Specialty Chemicals, Inc., USALCO, LLC, Kemira Chemicals, Inc., Southern Ionics, Inc., American Securities, Inc., Frank A. Reichl, Brian C. Steppig, Vincent J. Opalewski, Alex Avraamides, Amita Gupta, Kenneth A. Ghazey, and Milton Sundbeck.

Action and unnamed co-conspirators – to allocate territories and/or not to compete for each other’s historical business by rigging bids, allocating customers and fixing, stabilizing, and maintaining the price of Alum sold in the United States from January 1, 1997 to at least February 28, 2011 in violation of the federal antitrust laws. Kemira and Chemtrade deny all of these claims and have asserted various defenses to the claims. The Court has not made any decision as to the merits of Direct Purchaser Class Plaintiffs’ claims against Kemira or Chemtrade because the Parties have agreed to settle these claims.

- The Settlements described in this Notice pertain only to **direct** purchasers of Alum (*i.e.*, those that purchased Alum in the United States directly from a Defendant). There is another lawsuit pending in the same Court that was brought on behalf of **indirect** purchasers, which are entities that purchased Alum from distributors or from other direct purchasers.
- The Court still has to decide whether to finally approve the Settlements. Approval of the Settlements by the Court will resolve the lawsuit against Kemira and Chemtrade only. The lawsuit is continuing against the other Defendants named in the Action.
- **Your legal rights will be affected whether or not you act.** This Notice includes important information about the lawsuit and the Settlements.

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN JUNE 13, 2019	If you wish to make a claim against the Settlement Funds, you will need to submit a Claim Form in order to be eligible to receive a payment from the Settlements. The portion, if any, of the Settlement Funds to be allocated to you will be calculated on a <i>pro rata</i> basis based on your eligible purchases of Alum. (<i>See</i> Questions 9-10).
ASK TO BE EXCLUDED BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN APRIL 2, 2019	If you ask to be excluded from the Direct Purchaser Settlement Class and the Court approves the Settlements, you will not receive any money from the Settlements. This is the only option that allows you to be part of any other lawsuit against Kemira and/or Chemtrade for the claims in this case. (<i>See</i> Question 13).
OBJECT TO THE SETTLEMENTS BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN APRIL 2, 2019	If you do not like the Settlements, or any part of them, you may write to the Court and explain why you do not like the Settlements. You can only object to the Settlements if you are a Direct Purchaser Settlement Class Member and you do not exclude yourself. (<i>See</i> Question 17).
GO TO THE COURT’S FINAL FAIRNESS HEARING ON APRIL 17, 2019	If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection. (<i>See</i> Questions 19-21).
DO NOTHING	You do not have to take any action to remain part of the Direct Purchaser Settlement Class. (<i>See</i> Question 22). However, by doing nothing, you give up any rights to sue Kemira and Chemtrade about the claims in this case and you will not receive a payment from the Settlements.

**Your rights and options are explained in more detail in this Notice.
Please read this Notice carefully and completely.**

WHAT THIS NOTICE CONTAINS

SUMMARY OF THE SETTLEMENTS

BASIC INFORMATION

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Who are the Settling Defendants?
4. Why is this a class action?
5. Why are there settlements of this Action with Kemira and Chemtrade?

WHO IS AFFECTED BY THE SETTLEMENTS

6. Who is included in the Direct Purchaser Settlement Class?
7. What if I am still not sure whether I am included?

THE BENEFITS OF THE SETTLEMENTS

8. What do the Settlements provide?
9. How do I receive a payment?
10. How much will my payment be?
11. When will I receive a payment?
12. What am I giving up to receive a payment?

EXCLUDING YOURSELF FROM THE DIRECT PURCHASER SETTLEMENT CLASS

13. How do I get out of the Direct Purchaser Settlement Class?
14. If I exclude myself, can I receive money from the Settlements?

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?
16. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENTS, THE PLAN OF DISTRIBUTION AND/OR THE REQUEST FOR ATTORNEYS' FEES, EXPENSES AND CASE CONTRIBUTION AWARDS

17. How do I tell the Court that I don't like the Settlements, Plan of Distribution and/or the request for attorneys' fees, expenses, or Case Contribution Awards?
18. What is the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARING

19. When and where will the Court decide whether to approve the Settlements?
20. Do I have to come to the hearing?
21. May I speak at the hearing?

IF YOU DO NOTHING

22. What happens if I do nothing at all?

GETTING MORE INFORMATION

23. Where can I get more information?

SUMMARY OF THE SETTLEMENTS

These are partial settlements. Pursuant to the Settlements, Kemira has agreed to pay a total of \$3.8 million in cash. Chemtrade has agreed to pay \$51 million in cash, plus assign certain indemnity rights against the former owners of General Chemical Corp, with a guarantee of \$5 million.

The net amount of the Settlement Funds, after payment of any taxes, administration expenses, and Court-approved attorneys' fees, expenses and Case Contribution Awards, will be allocated to Direct Purchase Settlement Class

Members, *pro rata*, according to a plan of distribution, approval of which will simultaneously be sought from the Court as part of the Settlements.

As with any litigated case, Direct Purchaser Class Plaintiffs would face an uncertain outcome against Kemira and Chemtrade if this lawsuit were to continue against them. Throughout this case, Direct Purchaser Class Plaintiffs, on the one hand, and Kemira and Chemtrade, on the other hand, have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if Direct Purchaser Class Plaintiffs were to prevail at trial. Moreover, continued litigation could result in a judgment or verdict against Kemira or Chemtrade in an amount less than the recovery obtained by the Settlements, or no recovery at all. Kemira and Chemtrade have denied and continue to deny the claims and contentions alleged by Direct Purchaser Class Plaintiffs, that they are liable at all to the Direct Purchaser Settlement Class, or that the Direct Purchaser Settlement Class suffered any damages for which Kemira or Chemtrade could be legally responsible. Nevertheless, Kemira and Chemtrade have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the lawsuit be fully and finally settled as to Kemira and Chemtrade on the terms and conditions set forth in the Settlement Agreements.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this Notice because it is believed that you or your company purchased Alum in the United States directly from a Defendant from January 1, 1997 through February 28, 2011, and therefore, you may be a member of the Direct Purchaser Settlement Class.

The Court has directed that this Notice be sent to you because, as a potential member of the Direct Purchaser Settlement Class, you have the right to know about the Settlements reached in this Action between the Direct Purchaser Class Plaintiffs, on behalf of the Direct Purchaser Settlement Class, and Kemira and Chemtrade and about all of your options before the Court decides whether to approve the Settlements. This Notice explains the lawsuit, the Settlements, and your legal rights.

The Court in charge of this Action is the United States District Court for the District of New Jersey. The case is called *In Re: Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD). United States District Court Judge Jose L. Linares is overseeing this Action. The entities who brought this case are the plaintiffs, and the companies and individuals they sued are called defendants.

2. WHAT IS THIS LAWSUIT ABOUT?

The Direct Purchaser Class Plaintiffs claim that Kemira and Chemtrade participated in a conspiracy – with other Defendants in the Action and unnamed co-conspirators – to allocate territories and/or not to compete for each other's historical business by rigging bids, allocating customers and fixing, stabilizing, and maintaining the price of Alum sold in the United States from January 1, 1997 to at least February 28, 2011 in violation of the federal antitrust laws. The Direct Purchaser Class Plaintiffs allege that the claimed anticompetitive conduct resulted in artificially inflated prices for Alum. Kemira and Chemtrade deny all of these claims and have asserted various defenses to the claims. The Court has not made any decision as to the merits of Direct Purchaser Class Plaintiffs' allegations.

Please Note: The Settlements are partial settlements of the Action. The Settlements do not release any claims of the Direct Purchaser Class Plaintiffs and the other members of the Direct Purchaser Settlement Class against any other Defendant named in the Action and litigation against those Defendants is ongoing.

3. WHO ARE THE SETTLING DEFENDANTS?

The settling defendants are Kemira Chemicals, Inc. ("Kemira") and Chemtrade Logistics Income Fund; General Chemical Corporation; General Chemical LLC; General Chemical Performance Products, LLC; Chemtrade Chemicals Corporation; Chemtrade Chemicals US LLC; and Chemtrade Solutions, LLC, plus individual defendants

Matthew LeBaron, Scott Wolff, Alex Avraamides, Frank Reichl, Amita Gupta, and Vincent Opalewski (together, “Chemtrade”).

4. WHY IS THIS A CLASS ACTION?

In a class action, one or more individuals or entities, called “class representatives,” sue on behalf of others who have similar claims. The class representatives in this case are Central Arkansas Water; City of Charlotte, North Carolina; City and County of Denver, Colorado, acting by and through its board of Water Commissioners; Flambeau River Papers, LLC; City of Greensboro, North Carolina; Mobile Area Water and Sewer System; City of Rochester, Minnesota; City of Sacramento, California; SUEZ Water Environmental Services Inc.; SUEZ Water New Jersey Inc.; SUEZ Water Princeton Meadows Inc.; SUEZ Water New York Inc.; SUEZ Water Pennsylvania Inc.; and City of Texarkana, Arkansas and City of Texarkana, Texas, d/b/a Texarkana Water Utilities (collectively referred to herein as “Direct Purchaser Class Plaintiffs”). The Direct Purchaser Class Plaintiffs and the individuals or entities with similar claims are individually “class members,” together comprising a class. One court resolves the issues for all class members, except for those who exclude themselves from the class.

5. WHY ARE THERE SETTLEMENTS OF THIS ACTION WITH KEMIRA AND CHEMTRADE?

Kemira and Chemtrade have denied all liability and wrongdoing in this case and have asserted various defenses to the Direct Purchaser Class Plaintiffs’ claims. The Court did not decide in favor of the Direct Purchaser Class Plaintiffs or Kemira and/or Chemtrade. Instead, both sides agreed to the Settlements. That way, they avoid the cost and risk of a trial, and the Direct Purchaser Settlement Class Members affected will get compensation.

These Settlements are the product of extensive negotiations between lawyers for the Direct Purchaser Class Plaintiffs and Kemira and between the Direct Purchaser Class Plaintiffs and Chemtrade. The Direct Purchaser Class Plaintiffs and Interim DPP Lead Counsel think the Settlements are fair and in the best interests of all Direct Purchaser Settlement Class Members.

WHO IS AFFECTED BY THE SETTLEMENTS

To see if you are affected by the Settlements, you first have to determine if you are a Direct Purchaser Settlement Class Member.

6. WHO IS INCLUDED IN THE DIRECT PURCHASER SETTLEMENT CLASS?

The Court has preliminarily certified, for purposes of effectuating the Settlements only, a class consisting of: **all persons or entities that purchased Alum in the United States directly from a Defendant from January 1, 1997 through February 28, 2011.** Generally, you are included in the Direct Purchaser Settlement Class if you purchased Alum directly from a Defendant during this period.

Excluded from the Direct Purchaser Settlement Class are (1) Defendants and their respective parents, subsidiaries, and affiliates, and (2) any Direct Purchasers who timely and validly elect to be excluded from the Direct Purchaser Settlement Class.

7. WHAT IF I AM STILL NOT SURE WHETHER I AM INCLUDED?

If you are still not sure if you are a Direct Purchaser Settlement Class Member, you can get more information by visiting www.liquidaluminumdirectsettlement.com, or you can get free help by calling or writing Interim DPP Lead Counsel, at the phone number and address listed in Question 23 below. You may also contact the Settlement Administrator, by calling 1-855-338-6128, by emailing info@liquidaluminumchemtradesettlement.com, or writing to *Liquid Aluminum Sulfate Antitrust Litigation –Chemtrade Direct Purchaser Settlements*, c/o Settlement Administrator, P.O. Box 30097, Philadelphia, PA 19103.

THE BENEFITS OF THE SETTLEMENTS

8. WHAT DO THE SETTLEMENTS PROVIDE?

Kemira has agreed to pay \$3.8 million in cash. Chemtrade has agreed to pay \$51 million in cash, plus assign certain indemnity rights against the former owners of General Chemical Corp.

The Settlement Funds will be used to pay: (i) the costs of settlement administration and notice as approved by the Court; (ii) attorneys' fees and expenses, as approved by the Court; and (iii) Case Contribution Awards to Direct Purchaser Class Plaintiffs for litigating the Action on behalf of the Direct Purchaser Settlement Class as approved by the Court. The Settlement Funds after deduction of the foregoing payments is referred to as the "Net Settlement Fund."

9. HOW DO I RECEIVE A PAYMENT?

If you are a Direct Purchaser Settlement Class Member and do not exclude yourself, you may be eligible to receive a payment from the Settlements. **To qualify for a payment from the Settlements, you must submit a Claim Form, which is enclosed with this Notice or available at www.liquidaluminumdirectsettlement.com.** Please read the instructions contained in the Claim Form carefully. You must fill out the Claim Form and include all the information the form asks for. Be sure to sign it, and mail it by first-class mail, or submit it online at www.liquidaluminumdirectsettlement.com, **postmarked (if mailed) or received (if submitted online) no later than JUNE 13, 2019** to:

Liquid Aluminum Sulfate Antitrust Litigation – Chemtrade Direct Purchaser Settlements
c/o Settlement Administrator
P.O. Box 30097
Philadelphia, PA 19103

You may be asked to verify the accuracy of the information provided in your Claim Form. Your claim must be valid to receive money. **If you submitted a Claim Form in connection with the settlement with the GEO Settling Parties, you need not submit an additional Claim Form in connection with the Kemira and Chemtrade Settlements.**

If the Court approves the Settlements (*see* "The Court's Fairness Hearing" below), payments from the Settlement Funds will be distributed at a later date to members of the Direct Purchaser Settlement Class who submit valid Claim Forms.

There are specialized companies that may offer to fill out and file your Claim Form in return for a percentage of the value of your claim. Before you sign a contract with one of these companies, you should examine the claim-filing process provided here and decide whether using a specialized company is worth the cost. You can always seek help free of charge from the Settlement Administrator or Interim DPP Lead Counsel.

10. HOW MUCH WILL MY PAYMENT BE?

Direct Purchaser Settlement Class Members who file valid claims will receive their *pro rata* share of the Net Settlement Fund based on: (1) the Direct Purchaser Settlement Class Member's eligible purchases of Alum; (2) the total money available to pay all claims; (3) the total dollar value of all valid claims submitted; and (4) the cost of settlement administration and notice and the Court-awarded attorneys' fees, expenses and Case Contribution Awards (*see* Question 16 below). In other words, the Net Settlement Fund shall be allocated on a *pro rata* basis based on the total dollar value of each Direct Purchaser Settlement Class Member's eligible purchase(s) of Alum in proportion to the total dollar value of all valid claims submitted.

Interim DPP Lead Counsel's proposed plan for distributing the Net Settlement Fund to Direct Purchaser Settlement Class ("Plan of Distribution") will be presented to the Court with its papers in support of final approval of the

Settlements. Details about the proposed Plan of Distribution will be available at www.liquidaluminumdirectsettlement.com starting no later than March 22, 2019.

Important! Direct Purchaser Settlement Class Members who exclude themselves in accordance with Question 13 below will not be able to share in the distribution from the Net Settlement Fund.

11. WHEN WILL I RECEIVE A PAYMENT?

There is no date certain for making payments from the Settlement Funds. The Net Settlement Fund will be distributed to eligible Direct Purchaser Settlement Class Members after the Court grants final approval to the Settlements, all claims have been fully processed by the Settlement Administrator and the Court has authorized distribution of the Net Settlement Fund. Updates on this process will be made available at www.liquidaluminumdirectsettlement.com.

Please Note: The Settlements may be terminated on several grounds, including if the Court does not approve or materially modifies the Settlements. Should the Settlements be terminated, the Settlement Funds less the cost of settlement administration and notice will be returned to Kemira and Chemtrade and this Action will proceed against Kemira and Chemtrade as if the Settlements had not been reached. If the Settlements are terminated, there will be no payments made to Direct Purchaser Settlement Class Members.

12. WHAT AM I GIVING UP TO RECEIVE A PAYMENT?

Unless you exclude yourself, you will remain in the Direct Purchaser Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Kemira or Chemtrade about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. As set forth in paragraphs 15 and 16 of the Settlement Agreements:

- **Release:** Upon Final Judgment and in consideration of payment of the Settlement Funds into the Direct Purchaser Escrow Account, and for other valuable consideration, the Kemira Released Parties⁴ and the Chemtrade Released Parties⁵ shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Direct Purchaser Settlement Class Member has objected to the Settlements or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively or in any other capacity) that the Releasing Parties⁶ ever had, now has, or hereafter can, shall, or may ever have, that

⁴ The "Kemira Released Parties" are Kemira, its heirs or executors, and its current and former, direct and indirect parents, subsidiaries, affiliates, insurers, directors, officers, shareholders, agents, and employees. As used in this Paragraph, "affiliates" means entities controlling, controlled by or under common ownership or control with, in whole or in part, Kemira.

⁵ The "Chemtrade Released Parties" are "(i) the Chemtrade Defendants and their parents, subsidiaries and affiliates, and (ii) any of the respective current and former, direct or indirect, directors, officers, managers, attorneys, equity holders, agents, and employees of any of the entities in (i) (including, but not limited to, Matthew LeBaron, Scott Wolff, Alex Avraamides, Frank Reichl, Amita Gupta, and Vincent Opalewski), *provided, however*, that excluded from the Chemtrade Released Parties are any American Securities entities, including without limitation any American Securities entity currently named in the Consolidated Proceedings or any American Securities entity involved in any way in the underlying transaction or any other current parents, subsidiaries and/or affiliates of any American Securities entity."

⁶ "Releasing Party" or "Releasing Parties" refers individually and collectively, to the Direct Purchaser Settlement Class and all Direct Purchaser Settlement Class Members, including the Direct Purchaser Class Plaintiffs and the Direct Action Direct Purchaser Settlement Class Members, each on behalf of themselves and their respective predecessors and successors; their current and former, direct and indirect parents, subsidiaries and affiliates; their present and former shareholders, partners, directors, officers, owners of any kind, principals, members, agents, employees, contractors, attorneys, insurers, heirs, executors, administrators, devisees, representatives; their assigns of all such persons or entities, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally; and any of their past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions; and also means, to the full extent of the power of the signatories hereto to release past, present and future claims, the following: (1) any Releasing Party's subdivisions (political or otherwise, including, but not limited to, municipalities, counties, parishes, villages, unincorporated districts and hospital districts), public entities, public instrumentalities and public education institutions; and (2) persons or entities acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer or any other capacity, whether or not any of them participate in the Settlements. As used in this Paragraph, "affiliates" means entities controlling, controlled by or under common ownership or control with, in whole or in part, any of the Releasing Parties.

exist as of the date of Final Judgment, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Consolidated Proceedings (“Released Claims”), provided however, that nothing herein shall release claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities or similar claim relating to Alum. During the period after the expiration of the deadline for submitting an opt-out notice, as determined by the Court, and prior to Final Judgment, all Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the Kemira Released Parties or Chemtrade Released Parties. The Kemira Released Parties and Chemtrade Released Parties further agree that they will not file any suit against the Releasing Parties and their current and former, direct and indirect, parents, subsidiaries, affiliates, directors, officers, shareholders, and employees arising out of or relating to the Released Claims. The release of the Released Claims will become effective as to all Releasing Parties upon Final Judgment. Upon Final Judgment, the Releasing Parties further agree that they will not file any other suit against the Kemira Released Parties or the Chemtrade Released Parties arising out of or relating to the Released Claims.

- **Further Release:** In addition to the provisions of Paragraphs 15 and 16, the Releasing Parties expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Paragraphs 15 and 16, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraphs 15 and 16, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

- **Reservation of Claims.** The Parties intend by the Settlement Agreements to release only the Kemira Released Parties and Chemtrade Released Parties, respectively, with regard to the Released Claims. The Parties specifically do not intend the Settlement Agreements, or any part thereof or any other aspect of the proposed Settlements, to compromise or otherwise affect in any way any rights the Releasing Parties have or may have against any other person, firm, association, or corporation whatsoever, including, but not limited to the Non-Settling Defendants. The release set forth in Paragraphs 15 and 16 of the Settlement Agreements is not intended to and shall not release any claims other than the Released Claims. The sales of Alum by Kemira and Chemtrade in the United States from January 1, 1997 through February 28, 2011 shall remain in the cases against the Non-Settling Defendants in the Consolidated Proceedings as a basis for damage claims and shall be part of any joint and several liability claims against Non-Settling Defendants in the Consolidated Proceedings or other persons or entities other than the Kemira Released Parties and/or Chemtrade Released Parties.

EXCLUDING YOURSELF FROM THE DIRECT PURCHASER SETTLEMENT CLASS

If you want to keep the right to sue or continue to sue Kemira and/or Chemtrade on your own about the legal issues being resolved by the Settlements, then you must take steps to get out of the Direct Purchaser Settlement Class. This is called excluding yourself - or sometimes referred to as “opting out.” If you opt out of the Direct Purchaser Settlement Class, you will not receive any payment from the Net Settlement Fund.

13. HOW DO I GET OUT OF THE DIRECT PURCHASER SETTLEMENT CLASS?

To exclude yourself, you must send a letter saying that you want to be excluded from the Direct Purchaser Settlement Class. The letter must include the following information: (i) a statement indicating that you want to be excluded from the Direct Purchaser Settlement Class in *In Re: Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD); (ii) your name, address, telephone number, and your signature; (iii) all trade names or business names and all addresses (including any addresses that have received shipments of Alum from a Defendant) you or your business have used, as well as any subsidiaries or affiliates who are requesting to be excluded from the Direct Purchaser Settlement Class, and (iv) the total purchases of Alum in dollars by you during the Class Period. Your letter must be **postmarked by APRIL 2, 2019** and sent to:

Liquid Aluminum Sulfate Antitrust Litigation – Direct Purchaser Settlements
c/o Settlement Administrator
P.O. Box 30097
Philadelphia, PA 19103

If you ask to be excluded from the Direct Purchaser Settlement Class you will not get any payment from the Net Settlement Fund created by the Settlements and you cannot object to the Settlements. If you want to receive a payment from the Settlements, do not exclude yourself.

Important - Please Note: Unless you exclude yourself, if the Court approves the Settlements, you give up any right to sue Kemira and Chemtrade for the claims that the Settlements resolve. If you have a pending lawsuit against Kemira and/or Chemtrade involving the same legal issues in this case, speak to your lawyer in that case immediately. You must exclude yourself from the Direct Purchaser Settlement Class in order to continue your own lawsuit against Kemira and/or Chemtrade.

Warning! If your letter is sent after the deadline, your request for exclusion will be considered invalid and you will not be excluded from the Direct Purchaser Settlement Class. You cannot exclude yourself by telephone or email.

14. IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY FROM THE SETTLEMENTS?

No. If you decide to exclude yourself from the Direct Purchaser Settlement Class, you will not be able to receive money from the Settlements.

THE LAWYERS REPRESENTING YOU

15. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court appointed James E. Cecchi, Esq. of Carell, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. as Interim DPP Lead Counsel to represent the Direct Purchaser Settlement Class on an interim basis and for purposes of the Settlements.

If you want to be represented by your own lawyer and have that lawyer appear in court for you concerning the Settlements, you may hire one at your own expense. If you hire your own lawyer, you must tell the Court and send a copy of your notice to Interim DPP Lead Counsel at the address set forth in Question 17 below.

16. HOW WILL THE LAWYERS BE PAID?

You are not personally responsible for payment of attorneys' fees or expenses. Interim DPP Lead Counsel will seek an award of attorneys' fees up to 33.3% of the total consideration made available to the Direct Purchaser Settlement Class to compensate all of the lawyers and their law firms that have worked on this Action since its inception. Interim DPP Lead Counsel will also seek reimbursement of the costs and expenses advanced on behalf of the Direct

Purchaser Settlement Class. If the Court approves Interim DPP Lead Counsel's requests, these amounts will be deducted from the Settlement Funds.

Interim DPP Lead Counsel will also seek Case Contribution Awards of no more than \$40,000 for each of the Direct Purchaser Class Plaintiffs who served as proposed class representatives while the case was pending. If awarded, these amounts will also be deducted from the Settlement Funds.

Important! Interim DPP Lead Counsel's request for attorneys' fees, expenses and Case Contribution Awards will be on file with the Court, and available for review at www.liquidaluminumdirectsettlement.com as of March 22, 2019.

**OBJECTING TO THE SETTLEMENTS, THE PLAN OF DISTRIBUTION AND/OR THE REQUEST FOR ATTORNEYS'
FEES, EXPENSES AND CASE CONTRIBUTION AWARDS**

17. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENTS, PLAN OF DISTRIBUTION AND/OR THE REQUEST FOR ATTORNEYS' FEES, EXPENSES AND CASE CONTRIBUTION AWARDS?

If you are a Direct Purchaser Settlement Class Member (and have not excluded yourself), you may tell the Court that you object to (or disagree with) all or part of the Settlements, Plan of Distribution, and/or Interim DPP Lead Counsel's request for an award of attorneys' fees, reimbursement of expenses, and/or Case Contribution Awards to Direct Purchaser Class Plaintiffs. You must give reasons for your objection(s). The Court will consider your objections when it decides whether or not to finally approve the Settlements.

Your written objection must include the following: (i) a statement indicating that you object to the Settlements, the Plan of Distribution and/or the request for attorneys' fees, expenses, or Case Contribution Awards, in *In Re: Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD); (ii) your name, address, telephone number, and your signature; (iii) the reasons you object and all documents and writings that you want the Court to consider; and (iv) proof of your membership in the Direct Purchaser Settlement Class, such as invoices showing that you satisfy the definition in Question 6. If you intend to appear at the final fairness hearing, you must also include a notice of intention to appear (*see* Question 21).

To object, you must file your written objection(s) with the Court at the following address by **APRIL 2, 2019**:

Clerk of Court
Martin Luther King, Jr. Building & U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

You must also send a copy of your written objection(s) to Interim DPP Lead Counsel and Counsel for Kemira and/or Chemtrade, as appropriate, at the following addresses by **APRIL 2, 2019**:

Interim DPP Lead Counsel	Counsel for Kemira	Counsel for Chemtrade
James E. Cecchi, Esq. Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. 5 Becker Farm Road Roseland, NJ 07068	Jeffrey S. Cashdan King & Spalding LLP 1180 Peachtree Street, NE Atlanta, GA 30309	Steven A. Reiss Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153-0119

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the Settlements. You can object to the Settlements only if you stay in the Direct Purchaser Settlement Class. Excluding yourself, or "opting out," means that you are removing yourself from the Direct Purchaser Settlement Class and will have no right to proceeds from

the Settlements. If you exclude yourself, you also have no right to object to the Settlements, because the Settlements no longer affect you.

THE COURT'S FAIRNESS HEARING

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENTS?

The Court will hold a Fairness Hearing at **1:30 p.m. on April 17, 2019 in Courtroom 5D**, at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate and whether to approve the Plan of Distribution and the request for attorneys' fees, expenses, and Case Contribution Awards. The Court will listen to Direct Purchaser Settlement Class Members who have asked to speak at the hearing. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlements, the Plan of Distribution, and the request for attorneys' fees, expenses, and Case Contribution Awards. We do not know how long a decision will take to be made.

Important! The time and date of the Fairness Hearing may change without additional mailed or publication notice. For updated information on the Fairness Hearing, visit www.liquidaluminumdirectsettlement.com.

20. DO I HAVE TO COME TO THE HEARING?

No. Interim DPP Lead Counsel will be prepared to answer any questions the Court may have at the Fairness Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to court to explain. As long as you mailed your written objection on time as set out in this Notice, the Court will consider it. You may also pay another lawyer to attend the hearing, but it is not required.

21. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you must file a Notice of Intention to Appear with the Court at the following address **by April 2, 2019**:

Clerk of Court
Martin Luther King, Jr. Building & U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

You must also mail copies of the Notice of Intention to Appear to the attorneys listed in Question 17 above, no later than **April 2, 2019**.

Your Notice of Intention to Appear must include (i) the case caption, *In Re: Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD); (ii) your name, address, and telephone number, and (iii) personal information for other people (including lawyers) who want to speak at the hearing.

IF YOU DO NOTHING

22. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will remain in the Direct Purchaser Settlement Class, and you will be bound by the terms of the Settlements and will forego any right to sue, or be part of any other lawsuit against Kemira or Chemtrade over the "Released Claims."

If you remain in the Direct Purchaser Settlement Class, to qualify for a payment from the Settlements you must submit a Claim Form, a copy of which is enclosed with this Notice. See Question 9 above.

GETTING MORE INFORMATION

This Notice summarizes the Settlements. More details are in the Settlement Agreements. You can review the Settlement Agreements and other documents related to the Action by visiting www.liquidaluminumdirectsettlement.com. In addition, Interim DPP Lead Counsel's motions for final approval of the Settlements, Plan of Distribution and request for attorneys' fees, expenses, and Case Contribution Awards are currently due to be filed with the Court by March 22, 2019 and will be available for review on the website.

If you have questions or want more information, you may contact the Settlement Administrator at *Liquid Aluminum Sulfate Antitrust Litigation – Chemtrade Direct Purchaser Settlements*, c/o Settlement Administrator, P.O. Box 30097, Philadelphia, PA 19103; 1-855-338-6128. You can also contact Interim DPP Lead Counsel, James E. Cecchi, Esq., Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068; 973-994-1700.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATED: FEBRUARY 6, 2019

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

**Your claim must be
postmarked by:**

JUNE 13, 2019

*Liquid Aluminum Sulfate Antitrust Litigation –
Chemtrade Direct Purchaser Settlements*
c/o Settlement Administrator
P.O. Box 30097
Philadelphia, PA 19103
1-855-338-6128
www.liquidaluminumdirectsettlement.com
info@liquidaluminumchemtradesettlement.com

CHM

CLAIM FORM FOR SETTLEMENTS WITH KEMIRA AND CHEMTRADE

IMPORTANT: PLEASE READ BEFORE COMPLETING THIS CLAIM FORM

To be eligible for a payment from these Settlements, you must be a Direct Purchaser Settlement Class Member, *i.e.*, you must have purchased liquid aluminum sulfate (“Alum”) in the United States directly from a Defendant from January 1, 1997 through February 28, 2011.

This Claim Form must be completed and returned by Direct Purchaser Settlement Class Members who seek to receive a payment from partial settlements (“Settlements”) that have been reached with Kemira Chemicals, Inc. (“Kemira”) and with Chemtrade Logistics Income Fund; General Chemical Corporation; General Chemical LLC; General Chemical Performance Products, LLC; Chemtrade Chemicals Corporation; Chemtrade Chemicals US LLC; and Chemtrade Solutions, LLC (together, “Chemtrade”) in the action captioned *In Re: Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD) (“Action”).

THIS CLAIM FORM MUST BE COMPLETED AND MAILED BY PREPAID, FIRST-CLASS MAIL TO THE ABOVE ADDRESS, OR SUBMITTED ONLINE AT WWW.LIQUIDALUMINUMDIRECTSETTLEMENT.COM, **POSTMARKED OR RECEIVED NO LATER THAN JUNE 13, 2019** IN ORDER TO BE ELIGIBLE TO RECEIVE A SHARE OF THE NET SETTLEMENT FUND IN CONNECTION WITH THE SETTLEMENTS. **IF YOU PREVIOUSLY SUBMITTED A CLAIM FORM WITH RESPECT TO THE SETTLEMENT WITH THE GEO PARTIES, IT IS NOT NECESSARY TO FILE AN ADDITIONAL CLAIM FORM TO PARTICIPATE IN THE SETTLEMENTS WITH KEMIRA AND CHEMTRADE.**

FAILURE TO SUBMIT YOUR CLAIM FORM BY THE DATE SPECIFIED ABOVE WILL SUBJECT YOUR CLAIM TO REJECTION AND MAY PRECLUDE YOU FROM BEING ELIGIBLE TO RECEIVE ANY MONEY IN CONNECTION WITH THE SETTLEMENTS.

DO NOT MAIL OR DELIVER YOUR CLAIM FORM TO THE COURT, THE PARTIES, OR THEIR COUNSEL. SUBMIT YOUR CLAIM FORM ONLY TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS SET FORTH ABOVE.

If you have questions regarding your Claim Form, please call 1-855-338-6128 or email info@liquidaluminumchemtradesettlement.com. Members of the Direct Purchaser Settlement Class who do not timely and validly seek exclusion from the Direct Purchaser Settlement Class in accordance with the instructions set forth in the Notice will be bound by the judgment entered approving these Settlements as to Kemira and Chemtrade regardless of whether they submit a Claim Form.

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PART I – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice that accompanies this Claim Form. The Notice describes the proposed Settlements with Kemira and with Chemtrade, how Direct Purchaser Settlement Class Members are affected by the Settlements, and the manner in which the Net Settlement Fund will be distributed if the Settlements are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. **To be eligible for a payment from the Settlements, you must be a Direct Purchaser Settlement Class Member. The Direct Purchaser Settlement Class is defined as all persons or entities that purchased Alum in the United States directly from a Defendant from January 1, 1997 through February 28, 2011.¹** Excluded from the Direct Purchaser Settlement Class are (1) Defendants and their respective parents, subsidiaries, and affiliates, and (2) any Direct Purchasers who timely and validly elect to be excluded from the Direct Purchaser Settlement Class.

3. **Important - Please Note:** This Claim Form does not pertain to the settlements involving the indirect purchasers. Information about the indirect purchaser settlements with Kemira and Chemtrade can be found by visiting the website www.liquidaluminumdirectsettlement.com. **DO NOT SUBMIT THIS CLAIM FORM IF YOU ARE AN INDIRECT PURCHASER.**

4. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlements described in the Notice. **IF YOU ARE NOT A DIRECT PURCHASER SETTLEMENT CLASS MEMBER** (*see* definition of Direct Purchaser Settlement Class on page 5 of the Notice), **OR IF YOU SUBMITTED A REQUEST FOR EXCLUSION FROM THE DIRECT PURCHASER SETTLEMENT CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT PARTICIPATE IN THE SETTLEMENTS IF YOU ARE NOT A DIRECT PURCHASER SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE DIRECT PURCHASER SETTLEMENT CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.**

5. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

6. Please be aware that there are specialized companies that may offer to fill out and file your Claim Form in return for a percentage of the value of your claim. Before you sign a contract with one of these companies, you should examine the claim-filing process provided here and decide whether using a specialized company is worth the cost. You can always seek help free of charge from the Settlement Administrator or Interim DPP Lead Counsel.

7. If the Court approves the Settlements, payments to eligible Direct Purchaser Settlement Class Members will be made after the Court grants final approval to the Settlements, after all appeals are resolved, and after the completion of all claims processing. This process could take substantial time. Please be patient.

8. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Settlement Administrator, at the above address or by toll-free phone at 1-855-338-6128, or you may download the documents from the website www.liquidaluminumdirectsettlement.com. You may also contact Interim DPP Lead Counsel, James E. Cecchi, Esq., Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068; 973-994-1700.

¹ Defendants are General Chemical Corporation, General Chemical Performance Products, LLC, General Chemical LLC, GenTek Inc., Chemtrade Logistics Income Fund, Chemtrade Logistics Inc., Chemtrade Chemicals Corporation, Chemtrade Chemicals US, LLC, Chemtrade Solutions, LLC, C&S Chemicals, Inc., GEO Specialty Chemicals, Inc., USALCO, LLC, Kemira Chemicals, Inc., Southern Ionics, Inc., American Securities, Inc., Frank A. Reichl, Brian C. Steppig, Vincent J. Opalewski, Alex Avraamides, Amita Gupta, Kenneth A. Ghazey, and Milton Sundbeck.

**Your claim must be
postmarked by:**

JUNE 13, 2019

*Liquid Aluminum Sulfate Antitrust Litigation –
Chemtrade Direct Purchaser Settlements*
c/o Settlement Administrator
P.O. Box 30097
Philadelphia, PA 19103
1-855-338-6128
www.liquidaluminumdirectsettlement.com
info@liquidaluminumchemtradesettlement.com

CHM

PART II – CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form. If this information changes, you **MUST** notify the Settlement Administrator in writing at the address above.

Claimant Names(s) (as the name(s) should appear on check, if eligible for payment):

Company

Name of Person the Settlement Administrator Should Contact Regarding this Claim Form (Must Be Provided):

Mailing Address – Line 1: Street Address/P.O. Box:

Mailing Address – Line 2 (If Applicable): Apartment/Suite/Floor Number:

City:

State/Province:

Zip Code:

Country:

Daytime Telephone Number:

Evening Telephone Number:

Email address (E-mail address is not required, but if you provide it you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.):

YOU MUST COMPLETE AND RETURN THIS PAGE OF THE CLAIM FORM

PART III – SCHEDULE OF QUALIFYING ALUM PURCHASES

In the chart below, please report separately each of your purchases of Alum in the United States directly from a Defendant from January 1, 1997 through February 28, 2011 (attach additional pages if necessary).² In order to qualify as a claim, your purchase(s) must have been billed to and/or shipped to a location in the United States. Foreign transactions where billing and shipping took place outside of the United States do not qualify. Please attach copies of your purchase order(s), invoice(s), or other documentation of your purchase(s). For each purchase of Alum listed below, please include the quantity of Alum purchased, the dollar amount (in U.S. dollars) of purchases made directly from a Defendant during the relevant time period, and the date of each purchase. Amounts should be rounded to the nearest dollar. (Example: \$12,345.67 should be entered as \$12,346.) Do not include transportation charges, rebates, refunds, credits, etc.

Date of Purchase	Quantity of Alum Purchased Directly from a Defendant	Dollar Amount (in U.S. dollars) of Alum Purchase (excluding any transportation charges, rebates, refunds, credits, etc.)	Proof of Purchase Enclosed
MM/DD/YYYY	EXAMPLE: <u>XX</u> TONS	\$12,345	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>
___/___/___		\$_____	<input type="checkbox"/>

The Net Settlement Fund will be allocated to eligible Direct Purchaser Settlement Class Members on a pro rata basis based on the total dollar value of each Direct Purchaser Settlement Class Member's purchase(s) of Alum in the United States directly from a Defendant during the relevant time period to the total dollar value of all valid claims submitted.

² Defendants are General Chemical Corporation, General Chemical Performance Products, LLC, General Chemical LLC, GenTek Inc., Chemtrade Logistics Income Fund, Chemtrade Logistics Inc., Chemtrade Chemicals Corporation, Chemtrade Chemicals US, LLC, Chemtrade Solutions, LLC, C&S Chemicals, Inc., GEO Specialty Chemicals, Inc., USALCO, LLC, Kemira Chemicals, Inc., Southern Ionics, Inc., American Securities, Inc., Frank A. Reichl, Brian C. Steppig, Vincent J. Opalewski, Alex Avraamides, Amita Gupta, Kenneth A. Ghazey, and Milton Sundbeck.

YOU MUST COMPLETE AND RETURN THIS PAGE OF THE CLAIM FORM

PART IV – SUBMISSION TO JURISDICTION OF THE DISTRICT COURT

By signing below, you are verifying that:

1. You have provided genuine documentation to support your claim and agree to provide additional information to Interim DPP Lead Counsel or the Settlement Administrator if necessary;
2. You have not assigned or transferred (or purported to assign or transfer) or settled for the same purchases or submitted any other claim for the same purchases of Alum and have not authorized any other person or entity to do so, and know of no other person or entity having done so on your behalf;
3. The information provided in this Claim Form is accurate and complete; and
4. You agree to submit to the jurisdiction of the District Court for the District of New Jersey, where this Action is pending, for purposes of resolving any issues related to or arising from your claim.

PART V – CERTIFICATION

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (We) have not been notified by the IRS that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding. **NOTE: If you have been notified by the IRS that you are subject to backup withholding, completely fill in this bubble:** ☐

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HERewith ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of claimant

Date

Print your name here

Company Name

Capacity of Person Signing

YOU MUST COMPLETE AND RETURN THIS PAGE OF THE CLAIM FORM

REMINDER CHECKLIST

1. Please sign the above certification.
2. Remember to attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Settlement Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE SETTLEMENT ADMINISTRATOR TOLL FREE AT 1-855-338-6128.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Settlement Administrator written notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Settlement Administrator at the above address or toll-free at 1-855-338-6128 or visit www.liquidaluminumdirectsettlement.com.

THIS CLAIM FORM MUST BE MAILED BY PREPAID, FIRST-CLASS MAIL, OR SUBMITTED ONLINE AT WWW.LIQUIDALUMINUMDIRECTSETTLEMENT.COM, **POSTMARKED OR RECEIVED NO LATER THAN JUNE 13, 2019.**

A Claim Form received by the Settlement Administrator shall be deemed to have been submitted when posted, if a postmark date on or before June 13, 2019 is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

It will take a significant amount of time to fully process all of the Claim Forms. Please be patient.

Exhibit 2

**If You Purchased Liquid Aluminum Sulfate In The United States
Directly From a Defendant From January 1, 1997 Through February 28, 2011,
You Could Be Affected By Proposed Class Action Settlements**

Please read this entire Notice carefully. These Settlements may affect your rights.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of New Jersey, that the class action lawsuit captioned *In Re: Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD) (“Action”) has been preliminarily certified as a class action for the purposes of settlement only and that proposed partial settlements of the Action (“Settlements”) have been reached.

The first Settlement is between Direct Purchaser Class Plaintiffs¹ and settling defendant Kemira Chemicals, Inc. (“Kemira”). Kemira has agreed to pay \$3.8 million in cash. The second Settlement is between the Direct Purchaser Class Plaintiffs and Chemtrade Logistics Income Fund; General Chemical Corporation; General Chemical LLC; General Chemical Performance Products, LLC; Chemtrade Chemicals Corporation; Chemtrade Chemicals US LLC; and Chemtrade Solutions, LLC (together, “Chemtrade”). Chemtrade has agreed to pay \$51 million in cash, plus assign certain indemnity rights against the former owners of General Chemical Corp. **The Settlements do not release any claims of Direct Purchaser Class Plaintiffs and the other members of the Direct Purchaser Settlement Class (as defined below) against any other Defendant named in the Action and litigation against those Defendants is ongoing.**²

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claims that Kemira and Chemtrade participated in a conspiracy – with other Defendants in the Action and unnamed co-conspirators – to allocate territories and/or not to compete for each other’s historical business by rigging bids, allocating customers, and fixing, stabilizing, and maintaining the price of liquid aluminum sulfate (“Alum”) sold in the United States from January 1, 1997 to at least February 28, 2011 in violation of the federal antitrust laws. Kemira and Chemtrade deny all of Direct Purchaser Class Plaintiffs’ claims and deny all wrongdoing.

The Court has not made any decision on the merits of Direct Purchaser Class Plaintiffs’ claims against Kemira or Chemtrade because the parties have agreed to settle the claims. On February 6, 2019, the Court granted preliminary approval of the Settlements.

AM I A MEMBER OF THE DIRECT PURCHASER SETTLEMENT CLASS?

The Direct Purchaser Settlement Class consists of all persons or entities that purchased Alum in the United States directly from a Defendant from January 1, 1997 through February 28, 2011. Excluded from the Direct Purchaser Settlement Class are (1) Defendants and their respective parents, subsidiaries, and affiliates, and (2) any Direct Purchaser Settlement Class Members who timely and validly elect to be excluded from the Direct Purchaser Settlement Class.

WHAT DO THE SETTLEMENTS PROVIDE?

In accordance with the terms of the Settlements, Kemira has agreed to pay \$3.8 million in cash. Chemtrade has agreed to pay at least \$51 million. The foregoing monetary amounts and any accrued interest are referred to herein as the “Settlement Funds.” If you are a Direct Purchaser Settlement Class Member and do not request exclusion from the Direct Purchaser Settlement Class, you may be eligible to receive a payment from the Settlement Funds.

Every Direct Purchaser Settlement Class Member who submits a valid claim will receive their pro rata share of the Settlement Funds based on: (1) the Direct Purchaser Settlement Class Member’s eligible purchases of Alum; (2) the total money available to pay claims; (3) the total dollar value of all valid claims submitted; and (4) the cost of settlement administration and notice and Court-awarded attorneys’ fees and expenses. Interim DPP Lead Counsel will seek an award of attorneys’ fees up to 33.3% of the total consideration made available to the Direct Purchaser Settlement Class to compensate all of the lawyers and their law firms that have worked on this Action since its inception. Interim DPP Lead Counsel will also seek reimbursement of the costs and expenses advanced on behalf of the Direct Purchaser Settlement Class, and up to \$40,000 for each of the Director Purchaser Class Plaintiffs. All Court-awarded attorneys’ fees, expenses and case contribution awards will be paid from the Settlement Funds. Interim DPP Lead Counsel’s application for attorneys’ fees, expenses and case contribution awards will be available for review on the Settlement website, www.liquidaluminumdirectsettlement.com, once it is filed with the Court on or before March 22, 2019.

HOW DO I RECEIVE A PAYMENT FROM THE SETTLEMENTS?

To qualify for a payment, you must complete and submit a valid Claim Form, available at www.liquidaluminumdirectsettlement.com. Be sure to provide all of the information the Claim Form requests, sign it, and mail it by first-class mail, or submit it online at www.liquidaluminumdirectsettlement.com, **postmarked or received no later than June 13, 2019**, to: *Liquid Aluminum Sulfate Antitrust Litigation – Chemtrade Direct Purchaser Settlements*, c/o Settlement Administrator, P.O. Box 30097, Philadelphia, PA 19103. If the Court approves the Settlements, payments from the Settlement Funds will be distributed, on a *pro rata* basis at a later date, to Direct Purchaser Settlement Class Members who submit valid and timely Claim Forms. If you have any questions regarding your eligibility to participate in the Settlements or need assistance completing your Claim Form, please contact the Court-appointed Settlement Administrator, at the above address or by calling 1-855-338-6128. **If you previously submitted a Claim Form in connection with the settlement with the GEO Settling Parties, you need not submit another Claim Form for these Settlements.**

CAN I EXCLUDE MYSELF FROM THE DIRECT PURCHASER SETTLEMENT CLASS?

If you want to keep the right to sue or continue to sue Kemira and/or Chemtrade about the legal issues in this case, then you must exclude yourself from the Direct Purchaser Settlement Class. **If you exclude yourself from the Direct Purchaser Settlement Class, you will not get any payment from the Settlements.** To exclude yourself, you must send a letter to the Settlement Administrator, **so it is received no later than April 2, 2019**, stating that you want to be excluded from the Direct Purchaser Settlement Class. The mailed notice and the Settlement website, www.liquidaluminumdirectsettlement.com, have instructions regarding how to request exclusion.

HOW DO I OBJECT TO THE SETTLEMENTS?

You can object to either of the Settlements, plan of distribution, or the request for attorneys’ fees, expenses, and case contribution awards if you are a Direct Purchaser Settlement Class Member and have not requested exclusion. To object, you must file your written objection and any supporting materials with the Court and mail copies to counsel, **so it is received no later than April 2, 2019**. The mailed notice and the Settlement website, www.liquidaluminumdirectsettlement.com, have instructions regarding how to object.

WHAT IF I DO NOTHING?

If you do nothing, you will not receive a payment from the Settlement Funds, but you will remain in the Direct Purchaser Settlement Class, and you will be bound by the releases regarding the claims in this case as set forth in paragraphs 15-16 of the Settlement Agreements, available in their entirety on the Settlement website, www.liquidaluminumdirectsettlement.com. **The only way to qualify for a payment from the Settlements is to submit a Claim Form.**

WHO REPRESENTS ME?

The Court appointed James E. Cecchi, Esq. of Carell, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. as Interim DPP Lead Counsel to represent the Direct Purchaser Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

WHEN WILL THE JUDGE DECIDE WHETHER TO APPROVE THE SETTLEMENTS?

The Court will hold a final fairness hearing to decide whether to approve the terms of the Settlements at **1:30 p.m. on April 17, 2019 in Courtroom 5D**, at the Martin Luther King, Jr. Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. If there are objections, the Court will consider them but may still approve the Settlements. You may appear at the hearing, but you are not required to do so. The hearing may be rescheduled without notice to the Direct Purchaser Settlement Class, so if you plan to attend, please periodically check the Settlement website for any updates.

This notice is only a summary. For more information regarding this lawsuit and the Settlements, please visit the Settlement website, www.liquidaluminumdirectsettlement.com.

¹ Direct Purchaser Class Plaintiffs are Central Arkansas Water; City of Charlotte, North Carolina; City and County of Denver, Colorado, acting by and through its board of Water Commissioners; Flambeau River Papers, LLC; City of Greensboro, North Carolina; Mobile Area Water and Sewer System; City of Rochester, Minnesota; City of Sacramento, California; SUEZ Water Environmental Services Inc.; SUEZ Water New Jersey Inc.; SUEZ Water Princeton Meadows Inc.; SUEZ Water New York Inc.; SUEZ Water Pennsylvania Inc.; and City of Texarkana, Arkansas and City of Texarkana, Texas, d/b/a Texarkana Water Utilities.

² The named defendants are General Chemical Corporation, General Chemical Performance Products, LLC, General Chemical LLC, GenTek Inc., Chemtrade Logistics Income Fund, Chemtrade Logistics Inc., Chemtrade Chemicals Corporation, Chemtrade Chemicals US, LLC, Chemtrade Solutions, LLC, C&S Chemicals, Inc., GEO Specialty Chemicals, Inc., USALCO, LLC, Kemira Chemicals, Inc., Southern Ionics, Inc., American Securities, Inc., Frank A. Reichl, Brian C. Steppig, Vincent J. Opalewski, Alex Avraamides, Amita Gupta, Kenneth A. Ghazey, and Milton Sundbeck (collectively, “Defendants”).