

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In Re: LIQUID ALUMINUM SULFATE
ANTITRUST LITIGATION

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

**JUDGMENT APPROVING CLASS
ACTION SETTLEMENT BETWEEN
DIRECT PURCHASER CLASS
PLAINTIFFS AND GEO SETTLING
PARTIES**

WHEREAS, a class action is pending in this Court entitled *In re Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD) (the “Action” or “Consolidated Proceedings”);

WHEREAS, (a) Plaintiffs 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, “Direct Purchaser Class Plaintiffs”), individually and on behalf of the putative Direct Purchaser Settlement Class, as defined below, and (b) defendants GEO Specialty Chemicals Inc., Kenneth A. Ghazey and Brian C. Steppig (collectively the “GEO Settling Parties,” and together with Direct Purchaser Class Plaintiffs and the Direct Purchaser Settlement Class, the “Parties”) have entered into the Settlement Agreement Between Direct Purchaser Class Plaintiffs and Defendants GEO Specialty Chemicals, Inc., Kenneth A. Ghazey and Brian C. Steppig dated June 1, 2018

(the “Settlement Agreement”), that provides for a complete dismissal of the Action with prejudice as to the GEO Released Parties on the terms and conditions set forth in the Settlement Agreement, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meanings as they have in the Settlement Agreement;

WHEREAS, by Order dated July 19, 2018 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) provisionally certified the Direct Purchaser Settlement Class for purposes of effectuating the Settlement only; (c) ordered that notice of the proposed Settlement be provided to potential Direct Purchaser Settlement Class Members; (d) provided that Direct Purchaser Settlement Class Members with the opportunity either to exclude themselves from the Direct Purchaser Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Direct Purchaser Settlement Class;

WHEREAS, the Court conducted a hearing on November 14, 2018 (the “Fairness Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Direct Purchaser Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the GEO Released Parties; and

WHEREAS, the Court having reviewed and considered the Settlement Agreement, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS THIS ____ day of November, 2018,

ORDERED and ADJUDGED as follows:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Direct Purchaser Settlement Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on June 15, 2018; and (b) the Notice and the Summary Notice, both of which were filed with the Court on September 17, 2018.

3. **Certification of Direct Purchaser Settlement Class for Settlement Purposes** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for the purpose of effectuating the Settlement, this Court finally certifies a settlement class defined as “all persons or entities that purchased liquid aluminum sulfate (“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, as listed on the attached Exhibit 1.

4. Direct Purchaser Class Plaintiffs are hereby appointed, for purposes of effectuating the Settlement only, as class representative for the Direct Purchaser Settlement Class and Interim DPP Lead Counsel is appointed as class counsel for the Direct Purchaser Settlement Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

5. **Notice** – The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval

Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Direct Purchaser Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the releases to be provided thereunder); (iii) Interim DPP Lead Counsel's motion for an award of attorneys' fees and expenses; (iv) their right to object to any aspect of the Settlement, the Plan of Distribution and/or Interim DPP Lead Counsel's motion for attorneys' fees and expenses; (v) their right to exclude themselves from the Direct Purchaser Settlement Class; and (vi) their right to appear at the Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements under Rule 23 of the Federal Rules of Civil Procedure and due process.

6. **CAFA** – The Court finds that the notice requirements set forth in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to the Action, have been satisfied.

7. **Objections** – The Court has considered the one objection to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. Dkt. No. 1092-1. That objector also filed a motion to intervene. Dkt. No. 1091. The Court finds and concludes that the objection is without merit, and is hereby overruled. The objector's motion to intervene is also denied.

8. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement; the releases provided for therein; and the

dismissal with prejudice of the Action as to the GEO Released Parties), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Direct Purchaser Settlement Class. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

9. The Action and all of the claims asserted against the GEO Settling Parties in the Action by Direct Purchaser Class Plaintiffs and the other Direct Purchaser Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

10. **Binding Effect** – The terms of the Settlement Agreement and of this Judgment shall be forever binding on the GEO Settling Parties, Direct Purchaser Class Plaintiffs, and all other Direct Purchaser Settlement Class Members (regardless of whether or not any individual Direct Purchaser Settlement Class Member submits a Claim Form or seeks or obtains a distribution from the net Settlement proceeds), as well as their respective successors and assigns. The persons listed on Exhibit 1 hereto are excluded from the Direct Purchaser Settlement Class pursuant to request and are not bound by the terms of the Settlement Agreement or this Judgment.

11. The provisions of paragraphs 15, 16 and 17 of the Settlement Agreement, together with the definitions contained in paragraph 1 of the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The releases are effective as of the Final Judgment. Accordingly, this Court orders that:

(a) **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 GEO Released Parties shall be deemed to 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 Settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively or in any other capacity) that the Releasing Parties ever had, now has, or hereafter can, shall, or may ever have, that 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 GEO Released Parties. The GEO Settling Parties shall 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 shall not file any other suit against the GEO Released Parties arising out of or relating to the Released Claims.

(b) Further Release. In addition to the provisions set forth in paragraph 11(a) above, the Releasing Parties shall be deemed to have expressly waived and released, 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 Paragraph 11(a), but each Releasing Party shall be deemed to have waived and fully, finally, and forever settled and released, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties are deemed to have released pursuant to Paragraph 11(a), whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

(c) Reservation of Claims. The Parties are deemed to have released only the GEO Released Parties with respect to the Released Claims. The Parties are deemed to not have intended by the Settlement Agreement, or any part thereof or any other aspect of the Settlement, 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 11(a) and 11(b) above is not intended to and shall not release any claims other than the Released Claims. The sales of Alum by GEO in the United States from January 1, 1997 through at least 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 GEO Released Parties.

12. Notwithstanding paragraphs 11(a) – (c) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

13. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure, and the requirements of 28 U.S.C. Section 1927, in connection with the institution, prosecution, defense, and settlement of the Action.

14. **No Admissions** – Whether or not Final Judgment is entered or the Settlement Agreement is terminated, the Parties expressly agree that the Settlement Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it, are not and shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the GEO Released Parties. Nothing in the Settlement Agreement shall affect the application of Federal Rule of Evidence 408 in any instance where it would otherwise apply.

15. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement, including the administration and execution and disputes that may arise concerning the GEO Settling Parties' cooperation (as set forth in paragraph 9 of the Settlement Agreement); (b) the disposition of the Settlement Funds; (c) any motion for an award of attorneys' fees and/or expenses by

Interim DPP Lead Counsel in the Action that will be paid from the Settlement Funds; (d) any motion to approve the Plan of Distribution; (e) any motion to approve an order directing distribution of the net Settlement proceeds to the Direct Purchaser Settlement Class; and (f) the Direct Purchaser Settlement Class Members for all matters relating to the Action.

16. Separate orders shall be entered regarding approval of a plan of distribution and the motion of Interim DPP Lead Counsel for an award of attorneys' fees and expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Final Judgment with respect to the Settlement.

17. **Modification of the Agreement of Settlement** – Without further approval from the Court, Direct Purchaser Class Plaintiffs and the GEO Settling Parties are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Direct Purchaser Settlement Class Members in connection with the Settlement. Without further order of the Court, Direct Purchaser Class Plaintiffs and the GEO Settling Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

18. **Termination of Settlement** – If the Settlement is terminated as provided in the Settlement Agreement or the Final Judgment otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without prejudice to the rights of Direct Purchaser Class Plaintiffs, the other Direct Purchaser Settlement Class Members and the GEO Settling Parties, and the Parties shall revert to their respective positions in the Action as of the date and time immediately prior to the execution of the Settlement Agreement.

19. **Direct Purchaser Escrow Account** – The escrow account established by Interim DPP Lead Counsel to receive and maintain the Settlement Funds contributed by the GEO Settling Parties for the benefit of the Direct Purchaser Settlement Class, is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 458B and the Treasury Regulations promulgated thereunder.

20. **Entry of Judgment** – There is no just reason to delay the entry of this Judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Judgment in this Action.

JOSE L. LINARES, U.S.D.J.

Exhibit 1

List of Entities Excluded from the Direct Purchaser Settlement Class Pursuant to Request*

1. Mayor and City Council of Baltimore
2. City of Richmond
3. Washington Suburban Sanitary Commission
4. Fairfax County Water Authority
5. Appomattox River Water Authority
6. County of Chesterfield
7. County of Henrico
8. City of Lynchburg
9. City of Newport News
10. City of Norfolk
11. Rivanna Water & Sewer Authority
12. South Central Wastewater Authority
13. City of Springfield
14. Commissioners of Public Works of the City of Charleston (d/b/a Charleston Water System)
15. Grand Strand Water & Sewer Authority
16. City of Spartanburg
17. City of Winston-Salem
18. South Carolina Public Service Authority (d/b/a Santee Cooper)
19. Missouri – American Water Company
20. Virginia – American Water Company
21. Indiana – American Water Company
22. Iowa – American Water Company
23. New Jersey – American Water Company
24. Pennsylvania – American Water Company
25. Illinois – American Water Company
26. Albemarle Corporation (including predecessor in interest, Akzo Nobel Catalysts, LLC)
27. Greenville Utilities Commission
28. Greenway Chemical Inc. (currently Corechem)

29. Greenway Products, Inc. (currently Corechem)
30. International Paper Company

* The entities listed as 1-18 were “deemed to have opted out of the proposed DPP settlement class in connection with the [S]ettlement. . . .” pursuant to Order of the Court dated August 3, 2018 (DE No. 1022).