

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION**

KOUNGNUM BROWN;
TOMIKA BROWN; C.B., a Minor, by and
through his Parents and Natural Guardians,
Koungnum Brown and Tomika Brown; EFFIE
CRAWLEY; ROBERT EISHEN; LISA
EISHEN; A.E., a Minor, by and through her
Parents and Natural Guardians, Robert Eishen
and Lisa Eishen; and MARIA COATES on
behalf of themselves and all other persons
similarly-situated

Case No. 2021-CA-004494

Class Representation

Plaintiffs,

v.

GOPHER RESOURCE, LLC;
ENVIROFOCUS TECHNOLOGIES, LLC and
ECP GOPHER HOLDINGS, LP,

Defendants.

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into between and among (1) Plaintiffs KOUNGNUM BROWN, TOMIKA BROWN; C.B., a Minor, by and through his Parents and Natural Guardians, Koungnum Brown and Tomika Brown; EFFIE CRAWLEY; ROBERT EISHEN; LISA EISHEN; A.E., a Minor, by and through her parents Robert Eishen and Lisa Eishen; and MARIA COATES (collectively, “Named Plaintiffs”), on behalf of themselves and as representatives of the Settlement Class, and (2) Defendants GOPHER RESOURCE, LLC (“Gopher”); ENVIROFOCUS TECHNOLOGIES, LLC (“EFT”); and ECP GOPHER HOLDINGS, LP (“Gopher Holdings”) (collectively, “Defendants,” and with Named Plaintiffs, the

“Parties”), in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendants on the terms set forth below and to the full extent reflected herein.

I. DEFINITIONS

Capitalized terms, as used throughout this Agreement, have the meanings set forth below.

1. The term “Adverse Minor, Deceased Person or LII Notice” means a notice issued by the Settlement Administrator that a Claim Form identifying a Proposed Next Friend for a Minor, Deceased Person or LII (as defined below) has failed to submit proofs necessary to demonstrate that they meet the requirements to act as a Next Friend for a Minor, Deceased Person or LII.

2. The term “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release, including all exhibits hereto.

3. The term “Attorneys’ Fees and Expenses” means the total award of attorneys’ fees costs, and expenses sought by Settlement Class Counsel, as described in Section XVI, and allowed by the Court.

4. The term “Cash Fund” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under the terms agreed upon between Settlement Class Counsel and Defense Counsel into which shall be paid the Initial Guarantee, the Final Guarantee, and the Insurance Claims Proceeds, as described herein and subject to the terms and conditions herein. The Cash Fund will be used, as set forth herein and subject to the terms and conditions herein, to pay Final Monetary Awards of Settlement Class Members (including those amounts deemed within deductibles, retentions, reimbursement obligations or other holdbacks associated with the Insurance Policies); any Incentive Awards to each of the Named Plaintiffs; Attorneys’ Fees and Expenses as set forth herein; Notice and Administrative Costs; Special Master Costs; Monitor Costs; Lien Resolution Administrator Costs; GAL and LII Costs; and Settlement Planning Administration Costs. The costs of administering and maintaining the Cash Fund shall be paid

from the Cash Fund. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in Section VI, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

5. The term "Claim" means a request for a Monetary Award. To make a Claim, Settlement Class Members must timely complete and submit a Claim Form and also submit Supporting Documentation, as described herein.

6. The term "Claim Deadline" means ninety (90) days after the Notice Date, which date shall be specified in the Class Notice.

7. The term "Claim Form" means the form that Settlement Class Members must complete and submit on or before the Claim Deadline to be eligible for the benefits described herein, which document shall be substantially in the form of Exhibit 1 hereto. The Claim Form shall require a sworn signature under penalty of perjury, but shall not require a notarization or any other form of verification. The Claim Forms may also be electronically signed by the Claimant or by the Proposed Next Friend who completes the Claim Form on behalf of a Minor, Deceased Person or LII.

8. The term "Claim Period" means the ninety (90) day period during which Settlement Class Members may file a Claim Form, up to and including the Claim Deadline.

9. The term "Claimant" means a Settlement Class Member who submits a Claim Form and Supporting Documentation.

10. The term "Class Action Complaint" means the Class Action Complaint filed with the Court on or about July 3, 2024, in the Litigation.

11. The term “Class Notice” means the Court-approved forms of notice to Settlement Class Members, in substantially the same form as Exhibit 2 hereto (“Long-Form Notice”), Exhibit 3 hereto (“Tampa Published Notice”), Exhibit 4 hereto (“Eagan Published Notice”), Exhibit 5 hereto (“Emailed Notice”), Exhibit 6 hereto (“Mailed Notice”) and Exhibit 7 hereto (“Eagan Neighbors Mailed Notice”), which will notify Settlement Class Members of the Preliminary Approval of the Settlement and the scheduling of the Fairness Hearing, among other things.

12. The term “Class Notice Program” means the Court-approved program for disseminating Class Notice to the Settlement Class in accordance with the terms set forth in Section XIII, Paragraph 10 and described in Exhibit 8.

13. The term “CMS” means the Centers for Medicare & Medicaid Services, the agency within the United States Department of Health and Human Services responsible for the administration of the Medicare Program and the Medicaid Program.

14. The term “Court” means the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County’s Civil Division.

15. The term “days” means calendar days, except that when computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday in the State of Florida.

16. The term “Deceased Person” means any Claimant participating in the Settlement who is dead as of submission of a Claim Form on his, her or their behalf on or before the Claim Deadline.

17. The term “Defendants” refers collectively to Gopher Resource, LLC, Envirofocus Technologies, LLC and ECP Gopher Holdings, LP and each of their respective former, current and future affiliates.

18. The term “Defendants’ Retained Insurance Rights” means all of the rights, title and interest in, to and under the Insurance Policies that (i) are not the Insurance Claims, (ii) concern reimbursement of all of Defendants’ defense fees and costs incurred prior to the Effective Date pursuant to the duty to defend or obligation to reimburse defense fees under the Insurance Policies (as applicable) or (iii) are attorneys’ fees and costs incurred in Defendants’ pending coverage action against Starr Indemnity & Liability Company captioned Gopher Resource, LLC, et al. v. Starr Indemnity & Liability Co., Case No. 19HA-CV-23-4763 (Minn. First Jud. Dist., Cnty. of Dakota), or are attorneys’ fees awarded in the pursuit of Insurance Claims against the Insurers or defense of claims by the Insurers against Defendants (including any claims by the Insurers against Defendants arising out of or relating to the pursuit by Named Plaintiffs and the Settlement Class of the Insurance Claims), including fees awarded as consequential damages (if any) .

19. The term “Defense Counsel” means Latham & Watkins LLP, Sidley Austin LLP and Holland & Knight LLP.

20. The term “Eagan Facility” means the secondary lead-smelting facility located at 685 Yankee Doodle Road, Eagan, Minnesota 55121.

21. The term “Eagan Neighbors Mailed Notice” means the notice of the Class Action Settlement provided to members of the Eagan Neighbors Subclass by First-Class Mail, postage pre-paid, which shall be without material alteration from Exhibit 7 hereto.

22. The term “Eagan Published Notice” means the notice for newspaper publication in the Eagan, Minnesota region, as set forth herein, which shall be without material alteration from Exhibit 4 hereto.

23. The terms “ECP Gopher Holdings, LP” or “Gopher Holdings” means the limited partnership organized and existing under the laws of the State of Delaware, with its principal place of business in the State of New Jersey.

24. The term “Effective Date” means the date forty-five (45) days after the day as of which the Final Order and Judgment becomes a final, non-appealable judgment approving the Settlement Agreement in all respects, as more fully set forth in Section XXII below.

25. The term “Emailed Notice” means the notice of the Class Action Settlement provided to the Settlement Class by email, which shall be without material alteration from Exhibit 5 hereto.

26. The terms “Envirofocus Technologies, LLC” or “EFT” means the limited liability company organized and existing under the laws of the State of Florida, with its principal place of business located at 6505 Jewel Avenue, Tampa, Florida 33619.

27. The term “Fairness Hearing” means the hearing conducted by the Court to determine whether to grant final approval of this Settlement and to determine the fairness, adequacy and reasonableness of this Settlement.

28. The term “Favorable Minor, Deceased Person or LII Notice” refers to a notice issued by the Settlement Administrator determining that a Claim Form identifying a Proposed Next

Friend for a Minor, Deceased Person or LII (as defined above and below) has submitted proofs necessary to demonstrate that they meet the requirements to act as a Next Friend for a Minor, Deceased Person, or LII and that the applicable Minor, Deceased Person or LII is eligible to participate as a Claimant in the Settlement, which shall be without material alteration from Exhibit 9 hereto.

29. The term “Final,” when referring to a judgment or order, means: (a) the judgment is a final, appealable judgment; and (b) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (ii) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

30. The term “Final Guarantee” means the sum of \$15 million that Defendants shall pay into the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in Section VI.

31. The term “Final Monetary Awards” means the monetary awards to Settlement Class Members approved by the Special Master after any challenges by the Parties to or possible appeals of the Initial Monetary Award(s) have been fully exhausted and all opportunities for challenges or appeals have lapsed.

32. The term “Final Order and Judgment” means the order defined in Section XIX, except that any enhancement or reduction to an award of Attorneys’ Fees and Expenses or to Incentive Awards shall not constitute a material alteration.

33. The term “GAL and LII Costs” means the costs paid to the Master GAL and his, her or their staff to perform their respective duties required by the Settlement Agreement. The GAL and LII Costs shall be paid from the Cash Fund.

34. The terms “Gopher Resource, LLC” or “Gopher” means the limited liability company organized and existing under the laws of the State of Minnesota, with its principal place of business located at 2900 Lone Oak Parkway, Suite 140A, Eagan, Minnesota 55121.

35. The term “Defendants” means Gopher, EFT, and Gopher Holdings, collectively.

36. The term “Governmental Payor” means any federal, state or other governmental body, agency, department, plan, program or entity that administers, funds, pays, contracts for or provides medical items, services, and/or prescription drugs, including, but not limited to, the Medicare Program, the Medicaid Program, Tricare, the Department of Veterans Affairs and the Department of Indian Health Services.

37. The term “Incentive Awards” means compensation to each Named Plaintiff acting as a class representative to be paid from the Cash Fund, as defined in Section XVI, Paragraph 4 below, for the time and effort undertaken in this Litigation, which shall be subject to Court approval.

38. The term “Initial Guarantee” means the sum of \$15 million that Defendants shall pay into the Cash Fund as of the Effective Date, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in Section VI.

39. The term “Initial Monetary Awards” means the monetary amount(s) awarded by the Special Master to Settlement Class Members who submit valid Claim Forms and Supporting Documentation before any challenges by the Parties or appeals (if any).

40. The term “Insurance Claims” means Defendants’ rights, title and interest under the Insurance Policies in, to and in respect of demands for insurance coverage, indemnification and compensation or relief of any kind arising out of the Final Monetary Awards of Named Plaintiffs and Settlement Class Members for alleged injuries, medical conditions and/or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances, including claims of bad faith against any Insurer.

41. The term “Insurance Claims Proceeds” means any and all cash, securities, interest, premiums, fees, penalties, dividends or other property that are paid, exchanged, distributed or collected from any Insurer or entity in respect of the Insurance Claims and not part of Defendants’ Retained Insurance Rights. The Insurance Claims Proceeds shall be net of any deductibles, retentions, reimbursement obligation or other holdbacks retained by, due to or paid to any Insurer, and that serve to reduce the amount paid by any Insurer or other person or entity in respect of the Insurance Claims, which amounts (if any) shall be satisfied from the Cash Fund or by Named Plaintiffs.

42. The term “Insurance Policies” means those known or unknown insurance policies under which Defendants are insured for the Claims, provided it does not include insurance policies issued after the date of this Agreement. The Insurance Policies include, but may not be limited to, the following insurance policies issued by the Insurers under which Defendants are insured:

Insurer	Policies
Starr Indemnity & Liability Company	WC/EL - 100 0002482, 100 0002482 01, 100 0002482 02, 100 0002482 03, 100 0002482 04, 100 0002482 05, 100 0002482 06, 100 0002482 07
Illinois National Insurance Company	WC/EL - WC 034155765, WC 034155765
Insurance Company of the State of Pennsylvania	WC/EL - WC 013978820, WC 066454689, WC 066455483

Insurer	Policies
National Union Fire Insurance Company of Pittsburgh, Pennsylvania	WC/EL - WC 1095709, WC 1096166, WC 020708900, WC 017089434
American Home Assurance Company	WC/EL - WC 10676877/ WC1066788, WC 7596765
Evanston Insurance Company	EL (Eagan Only) - 3FF3843, 3FA5363, 3EV7176, 3EV7126-0, 3EN8760
Aspen Specialty Insurance Company	ELL - ERAGTG816, ERAGTG819, ERAGTG822 GLEE - ERAEX4V14, ERAEX4V15, ERAEX4V16, ERAEX4V17, ERAEX4V18, ERAEX4V19, ERAEX4V20, ERAEX4V21, ERAEX4V22, ERAEX4V22 Excess - EXAEW6P14, EXAEW6P15, EXAEW6P16, EXAEW6P17, EXAEW6P18, EXAEW6P19, EXAEW6P20, EXAEW6P21, EXAEW6P22, EXAEW6P23
Ascot Specialty Insurance Company	Excess - ENXS2110000574-01, ENXS2110000574-02, ENXS2110000574-03
Ironshore Specialty Insurance Company	Excess ELL – 002215301, 002215302, IEELPLLCNXNJ001

43. The term “Insurers” means the insurance companies holding the Insurance Policies set forth above in Section I, Paragraph 42.

44. The term “Legally Incapacitated or Incompetent Individual” or “LII” means any Claimant participating in the Settlement who is as described in Fla. Stat. § 744.102(12), Minn. Stat. § 524.5-102(6) or similar state statutes as of submission of a Claim Form on his, her or their behalf on or before the Claim Deadline.

45. The term “Lien” means any statutory lien of a Governmental Payor or Medicare Part C or Part D Program sponsor; or any mortgage, lien, pledge, charge, security interest or legal

encumbrance, of any nature whatsoever, held by any person or entity, including by a private health insurer, home insurer or automobile insurer where there is a legal obligation to withhold payment of a Final Monetary Award, or some portion thereof, to a Settlement Class Member under applicable federal or state law.

46. The term “Lien Resolution Administrator” means the third-party agent or administrator, which was jointly recommended by Settlement Class Counsel and Defense Counsel, and appointed by the Court, to perform the responsibilities assigned to the Lien Resolution Administrator under this Settlement Agreement at the direction of Settlement Class Counsel and Defense Counsel, including, without limitation, as set forth in Section XV. The Parties agree that ZipLiens Companies, LLC shall serve as the Lien Resolution Administrator, subject to Court approval.

47. The term “Lien Resolution Administrator Costs” means the fees and costs paid to the Lien Resolution Administrator and his, her or their staff to perform the Lien Resolution Administrator’s duties required by the Settlement Agreement. The Lien Resolution Administrator Costs shall be paid from the Cash Fund.

48. The term “Litigation” means the above-captioned lawsuit.

49. The term “Long-Form Notice” means the notice of the Class Action Settlement provided to the Settlement Class through the Settlement Website, which shall be without material alteration from Exhibit 2 hereto, and which shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form and any Supporting Documentation, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Class Notice, the Claim Form, Court Orders regarding this Settlement and other relevant Court documents,

including Settlement Class Counsel’s Motion for Approval of Attorneys’ Fees, Cost and Incentive Awards; (iv) information concerning the submission of Claim Forms and any Supporting Documentation, including the ability to submit any such information electronically; and (v) information concerning the appointment of a Next Friend for a Minor, Deceased Person or LII.

50. The term “Mailed Notice” means the notice of the Class Action Settlement provided to the Settlement Class, except members of the Eagan Neighbors Subclass, by First-Class Mail, postage pre-paid, which shall be without material alteration from Exhibit 6 hereto.

51. The term “Master GAL” means the guardian ad litem appointed by the Court to review Adverse Minor, Deceased Person or LII Notices as set forth in Section VIII, Paragraph 1, to supervise the Settlement Planning Administrator to the extent necessary to determine if a Final Monetary Award is fair, reasonable, adequate and in the best interests of a particular Minor, Deceased Person or LII, and to carry out and to perform any other responsibilities assigned to the Master GAL under this Settlement Agreement or by the Court.

52. The term “Medicaid Program” means the federal program administered by the states under which certain medical items, services and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396–1, et seq.

53. The term “Medicare Part C or Part D Program” means the program(s) under which Medicare Advantage, Medicare cost and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits administered by private entities that contract with CMS.

54. The term “Medicare Program” means the Medicare Parts A and B federal program administered by CMS under which certain medical items, services and/or prescription drugs are

furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395, et seq.

55. The term “Minor” means any Claimant participating in the Settlement who will be less than eighteen (18) years of age as of submission of a Claim Form on his, her or their behalf on or before the Claim Deadline.

56. The term “Monitor” means the qualified third party selected by the Parties and approved and appointed by the Court to monitor the Tampa Facility and the Eagan Facility in order to ensure that both facilities are operated in a manner consistent with applicable state and federal law, as set forth in Section X.

57. The term “Monitor Costs” means the fees and costs paid to the Monitor to perform the Monitor’s duties required by the Settlement Agreement. The Monitor Costs shall be paid from the Cash Fund.

58. The term “MSP Laws” means the Medicare Secondary Payer Act set forth at 42 U.S.C. § 1395y(b), as amended from time to time, and implementing regulations and other applicable written CMS guidance.

59. The term “Named Plaintiffs” means the plaintiffs named as parties in the Complaint, namely Koungnum Brown; Tomika Brown; C.B., a Minor, by and through his Parents and Natural Guardians, Koungnum Brown and Tomika Brown; Effie Crawley; Robert Eishen; Lisa Eishen; A.E., a Minor, by and through her parents Robert Eishen and Lisa Eishen; and Maria Coates.

60. The term “Next Friend” means an individual who has been approved, pursuant to Section VIII, to represent the interests of a Settlement Class Member who lacks legal capacity to act on his, her or their own behalf due to being a Minor, being a Deceased Person, or due to

physical or mental impairment, and has been determined to lack legal capacity, being an LII and who has signed and returned the Favorable Minor, Deceased Person or LII Notice in accordance with Section VIII, Paragraph 7.

61. The term “Next Friend Reconsideration Request” means a Proposed Next Friend’s request that the Settlement Administrator reconsider its determination in an Adverse Minor, Deceased Person or LII Notice.

62. The term “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of publishing and disseminating Class Notice in accordance with the Preliminary Approval Order, and any and all other reasonable and approved costs to carry out the approved Class Notice Program, as well as all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with processing Claims, escrowing funds, issuing and mailing payment with respect to Final Monetary Awards, paying taxes and tax expenses and other reasonable and authorized fees and expenses of the Settlement Administrator.

63. The term “Notice Date” means the first day on which the Settlement Administrator or its designee publishes or otherwise disseminates the Class Notice, which shall be no later than thirty (30) days after the Preliminary Approval Date.

64. The term “Opt-Out” shall refer to a member of the Settlement Class who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section XIV, Paragraph 3. An Opt-Out may rescind a Request for Exclusion by timely submitting a Claim Form to the Settlement Administrator to obtain benefits of the Settlement, and the submission of a Claim Form shall be deemed to be the withdrawal of a Request for Exclusion for all intents and purposes.

65. The term “Opt-Out List” shall refer to the list compiled by the Settlement Administrator pursuant to Section XIV, Paragraph 6, identifying those members of the Settlement Class who properly and timely opted out.

66. The term “Opt-Out and Objection Date” means the date by which a Request for Exclusion must be sent to the Settlement Administrator or submitted online through the claims portal in order for a Settlement Class Member to be excluded from the Settlement Class as well as the date by which Settlement Class Members must file objections with the Court (if any) to the Settlement. The Opt-Out and Objection Date shall be sixty (60) days after the Notice Date.

67. The term “Panel GAL” means the guardian(s) ad litem who may be appointed by the Court at the request of the Master GAL should the Master GAL determine that the volume of Claims submitted by Minors or LIIs required Panel GAL and who shall be responsible for assisting the Master GAL with his, her or their responsibilities under the Settlement Agreement, including by determining if a Final Monetary Award is fair, reasonable, adequate and in the best interests of a particular Minor, Deceased Person or LII, as set forth in Section VIII, Paragraphs 9-12.

68. The term “Parties” means Named Plaintiffs and Defendants, each of which is a Party.

69. The term “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, attorneys, agents, representatives, successors and assignees.

70. The term “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.

71. The term “Preliminary Approval Order” means the order by which the Court directs Class Notice be issued to the Settlement Class after reviewing information sufficient to enable the Court to determine whether to provide notice of the proposed Settlement, which is attached hereto without material alteration as Exhibit 10 hereto.

72. The term “Proposed Next Friend” means an individual who seeks to represent the interests of a Settlement Class Member who is a Minor, Deceased Person or LII but who has not been approved, pursuant to Section VIII, to serve as the Settlement Class Member’s Next Friend and who has not signed and returned a Favorable Minor, Deceased Person or LII Notice pursuant to Section VIII, Paragraph 7.

73. The term “Related Litigation” means the fifty-two (52) pending cases being litigated by Settlement Class Counsel, as set forth in Exhibit 11 hereto.

74. The term “Release” means the release and discharge, as of the Effective Date, by the Named Plaintiffs and all Settlement Class Members (and their respective successors and assigns) of the Released Persons (defined below) of and from all Released Claims (defined below). The Release shall include the agreement and commitment by the Named Plaintiffs and all Settlement Class Members to not now or hereafter initiate, maintain or assert or assist in the assertion against the Released Persons or any of them any of the Released Claims, whether in the Litigation or in any other court action or proceeding or before any administrative body (including any regulatory entity or organization), tribunal, arbitration panel or other adjudicating body.

75. The term “Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, statutory claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of

statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private attorney general action, or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to the Tampa Facility, the Eagan Facility or the alleged exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or toxic or hazardous substances.

76. The term "Released Parties" means and shall broadly include Defendants and each of their past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-members, employees, partners, agents, attorneys, legal representatives, other agents and all other persons, entities, or individuals acting or purportedly acting for or on their behalf (including without limitation any governmental entity). For the avoidance of doubt, the Insurers and Advanced Technologies Services, Inc. are not Released Parties.

77. The term "Releasing Parties" means Named Plaintiffs (on behalf of themselves and all Settlement Class Members, including all members of the Settlement Subclasses) and each of

the Settlement Class Members (including each member of the Settlement Subclasses) and each of their respective predecessors, successors, assigns, subrogees, officers, directors, employees, agents, attorneys, counsel, parents, subsidiaries, administrators, insurers, co-insurers, reinsurers and insurance brokers as well as all other legal or natural persons who may claim by, through or under Named Plaintiffs or the Settlement Class Members (including the members of the Settlement Subclasses).

78. The term “Request for Exclusion” means any request by any member of the Settlement Class for exclusion from the Settlement Class in compliance with Section XIV, Paragraph 3 below.

79. The term “Settlement” means the agreement by Named Plaintiffs (in their individual capacities and on behalf of the Settlement Class) and Defendants to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

80. The term “Settlement Administrator” means the third-party agent or administrator, which was jointly recommended by Settlement Class Counsel and Defense Counsel, and appointed by the Court, to perform the administer specific components of the Settlement at the direction of Settlement Class Counsel and Defense Counsel, including administering the Class Notice Program, maintaining the Settlement Website, receiving Claim Forms and Supporting Documentation in connection with this Settlement, and ensuring that Final Monetary Awards are paid from the Cash Fund as set forth herein. The Parties agree that Angeion Group shall serve as the Settlement Administrator, subject to Court approval.

81. The term “Settlement Class” means (a) all individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members

who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date; (b) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to the Preliminary Approval Date; and (c) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date. In addition to the individuals above, all plaintiffs in the Related Litigation as well as all plaintiffs in any other lawsuits against Defendants alleging personal or bodily injury or exposure claims that are pending as of the Preliminary Approval Date are deemed members of the Settlement Class. Defendants agree to certification of a class for settlement purposes only and deny that any such class could otherwise be properly certified.

82. The term “Settlement Subclasses” means the following subclasses to facilitate adjudication of the Claims of Settlement Class Members:

a. “Worker and Family Member Subclass” means all individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date as well as all individuals who

worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date.

b. “Eagan Neighbors Subclass” means all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to the Preliminary Approval Date.

c. “Tampa Neighbors Subclass” means all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date.

83. The term “Settlement Class Counsel” means Michael J. Fuller, Jr., of Farrell & Fuller.

84. The term “Settlement Class Member” means all Persons in the Settlement Class set forth in Section III, Paragraph 1 who do not timely and properly exclude themselves pursuant to Section XIV, Paragraph 3 below.

85. The term “Settlement Planning Administration Costs” shall mean the fees and costs paid to the Settlement Planning Administrator and his, her or their staff to perform the Settlement Planning Administrator’s duties required by the Settlement Agreement. The Settlement Planning Administrator Costs shall be paid from the Cash Fund.

86. The “Settlement Planning Administrator” means the third-party agent or administrator, which was jointly recommended by Settlement Class Counsel and Defense Counsel, and appointed by the Court, to perform the responsibilities assigned to the Settlement Planning

Administrator under this Settlement Agreement at the direction of Settlement Class Counsel and Defense Counsel, as set forth in Section IX. The Parties agree that Angeion Group shall serve as the Settlement Planning Administrator, subject to Court approval.

87. The term “Settlement Preservation Trust” shall mean the trust submitted for review and approval by the Court as described in Section IX, Paragraph 2. Settlement Preservation Trusts are generally for individuals who are not receiving means-tested government benefits, such as SSI, Medicaid, Social Security Disability Insurance or Childhood Disabled Beneficiary Benefits.

88. The term “Settlement Website” means www.GopherSettlement.com, which will be a dedicated website created and maintained by the Settlement Administrator and will contain relevant documents and information, including the contents of the Long-Form Notice.

89. The term “Settling Parties” means, collectively, the Released Persons, the Releasing Persons, including the Settlement Class Members and Named Plaintiffs.

90. The term “Special Master” means a qualified third party selected by the Parties and approved and appointed by the Court to oversee and administer specific components of the Settlement, including but not limited to determining Initial Monetary Awards and Final Monetary Awards, as set forth herein. The Parties agree that the Honorable Wayne R. Andersen (ret.) shall serve as the Special Master, subject to Court approval.

91. The term “Special Master Costs” means the fees and costs paid to the Special Master and his staff to perform the Special Master’s duties required by the Settlement Agreement. The Special Master Costs shall be paid from the Cash Fund.

92. The term “Special Needs Trust” means Special Needs Trust to be submitted for review and approval by the Court as described in Section IX, Paragraph 2. Special Needs Trust is generally designed to provide a person with a disability with assets that are considered an exempt

source for purposes of determining eligibility for means-tested government benefits, such as SSI, Medicaid, Social Security Disability Insurance, or Childhood Disabled Beneficiary Benefits.

93. The term “stack” when used in reference to the Eagan Facility means the vertical pipe of the Eagan Facility that is located at latitude 44.834697 and longitude -93.118302, and when used in reference to the Tampa Facility means the vertical pipe of the Tampa Facility that is located at latitude 27.962442 and longitude -82.382078.

94. The term “Structured Settlement” means an agreement involving a Minor or LII Claimant, whereby the Settlement Administrator agrees to distribute a Final Monetary Award to a Minor or LII Claimant or fees and expenses to their attorney, as the case may be, by paying, or causing to be paid, future periodic payments. Structured Settlements for Minor or LII Claimants and attorneys will be underwritten by an annuity contract under the laws of the State of Minnesota or Florida that has an issuer credit rating equivalent to a National Association of Insurance Commissioners NAIC 1 designation. Structured Settlements for attorneys shall also be deemed to include any and all financial transactions that defer the receipt of an attorneys’ fees regardless of whether it is underwritten by an annuity of some other financial or investment product.

95. The terms “Supplemental Security Income” or “SSI” mean the federally administered welfare program for elderly, blind or disabled individuals under 20 C.F.R. § 416.202.

96. The term “Supporting Documentation” means all documents and information that Settlement Class Members (including Named Plaintiffs and members of the Settlement Subclasses) must timely submit to the Settlement Administrator and Special Master in order to be eligible to receive relief under the Settlement, as set forth in Section VII, Paragraph 1 below and in the Claim Form.

97. The term “Tampa Facility” means the secondary lead-smelting facility located at 6505 Jewel Avenue, Tampa, Florida 33619.

98. The term “Tampa Published Notice” means the notice for newspaper publication in the Tampa, Florida region, as set forth herein, which shall be without material alteration from Exhibit 3 hereto.

99. The term “Taxes” shall mean any and all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Cash Fund.

100. The term “Tax Expenses” shall mean any and all expenses and costs incurred in connection with any Taxes (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns).

101. The term “Total Adjudicated Claim Award” means the total sum adjudicated by the Special Master and approved by the Court for payment to Settlement Class Members, collectively, after all challenges and appeals have been fully exhausted and all opportunities for challenges or appeals have lapsed. Under no scenario shall the combined amount of the Total Guarantee and Insurance Claims Proceeds recovered from the Insurers exceed the Total Adjudicated Claim Award.

102. The term “Total Guarantee” means the total amount owed by Defendants under the Initial Guarantee and the Final Guarantee, as more fully set forth herein.

103. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

II. RECITALS

1. Beginning in June of 2021, 57 cases (including this one) were brought on behalf of current and former workers and contractors at the Tampa Facility, along with their family

members, against one or more Defendants. The plaintiffs in the Related Litigation as well as other pending lawsuits alleging personal or bodily injury or exposure claims asserted common law and/or statutory claims based on alleged direct or indirect exposure to harmful chemicals and substances in or from the Tampa Facility.

2. This action, Brown, et al. v. Gopher Resource, et al., Case No. 21-CA-004494 (13th Judicial Circuit, Hillsborough County, Fla.), was the first-filed action (filed in June 2021) and survived a motion to dismiss filed by Gopher and EFT. See, e.g., Order re Motion to Dismiss (Dkt. 97), Exhibit 12 (dismissing strict liability and other claims without prejudice but denying motion to dismiss with respect to the negligence claim against Gopher). On June 2, 2023, Gopher and EFT answered the third amended complaint in this action and denied all material allegations therein and asserted a variety of affirmative defenses. This case then proceeded into discovery, which resulted in the exchange of over 70,000 pages of documents among the parties, and the depositions of over 35 fact and Rule 1.310(b)(6) witnesses—including 16 depositions of current and former employees, contractors and defendants of Gopher and EFT.

3. In a second case, captioned Moore, et al. v. Gopher Resource, et al., No. 22-CA-007893 (13th Judicial Circuit, Hillsborough County, Fla.), the complaint survived the pleading stage after the Court on March 21, 2023, granted in part and denied in part a motion to dismiss filed by Gopher and EFT. See Order re Motion to Dismiss (Moore Dkt. 51), Exhibit 13 (granting motion to dismiss with respect to plaintiffs' strict liability and battery claims but denying the motion with respect to the negligence claim). On January 19, 2024, the court in Moore denied at the pleading stage the motion of Gopher and EFT to dismiss for lack of subject-matter jurisdiction under the Florida Workers' Compensation Law. See Transcript of Jan. 19, 2024 Hearing (Moore) at 1:18-2:14, Exhibit 14.

4. The Parties engaged in mediation efforts to negotiate a class settlement beginning in August of 2023. Those mediation efforts were overseen by the Honorable Wayne R. Andersen (ret.) of JAMS and involved in-person, telephonic and Zoom meetings over several months.

5. On July 3, 2024, the Class Action Complaint was filed against Defendants in this Court, alleging generally that Defendants generate considerable revenue in the lead-smelting business; the lead-smelting process is dangerous and can result in serious injury to plant workers, because it exposes them to lead, cadmium, arsenic, sulfur dioxide and other hazardous and toxic substances; and these hazardous and toxic substances endanger human health when they enter the body through ingestion and inhalation of dust that contains them and, to a lesser extent, through dermal contact.

6. The Class Action Complaint also alleges that unbeknownst to workers at the Tampa Facility and the Eagan Facility, lead, cadmium, arsenic, sulfur dioxide and other hazardous and toxic substances can accumulate on workers' clothes, hair, skin and personal effects, meaning workers carry the danger home with them after work, potentially exposing their family members that reside with them, including their children, to the hazardous and toxic substances as well; and lead-smelting facilities can discharge and emit lead, cadmium, arsenic, sulfur dioxide and other toxic substances into the air through their smoke stacks, exposing those who live, work or attend a school in the vicinity of such facility to those substances and exposing property in the vicinity of the facility to those substances as well.

7. The Class Action Complaint asserts claims for negligence, including due to Defendants' alleged failures to provide a reasonably safe place to work for Named Plaintiffs and Settlement Class Members who worked in the Tampa Facility and/or the Eagan Facility.

8. Defendants deny each and every allegation of wrongdoing, liability and damages asserted in the Litigation, including each separate action; deny any improper conduct, breach of any duty or violation of federal or state laws or any other laws or regulations; deny that they have engaged in any wrongdoing whatsoever; and deny that any of the lawsuits can properly be maintained as a class action. Defendants further expressly deny that any employee, contractor, family member or neighbor has been injured in any way whatsoever by any exposure to lead, cadmium, arsenic, sulfur dioxide or any other hazardous or toxic substances emanating from or at the Tampa Facility or the Eagan Facility. Nonetheless, without admitting or conceding any liability or damages whatsoever, without admitting any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any current or future complaint (except for settlement purposes in the Litigation only), Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Agreement in order to avoid the substantial and ongoing expense, inconvenience, burden and disruption of continued litigation.

9. Defendants do not believe Named Plaintiffs' claims are appropriate for class treatment in a litigation context, but do meet the requirements of Fla. R. Civ. P. 1.220 for settlement purposes only. Nothing contained in this Settlement Agreement or anything said or exchanged in the Parties' mediation efforts to negotiate this Settlement Agreement should be construed to suggest (or will be argued by any of the Parties or anyone else to suggest) that Defendants believe any of Named Plaintiffs' claims are appropriate for class treatment in a litigation context.

10. Settlement Class Counsel has made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Class Action Complaint and has engaged in, and continues to engage in, investigation and discovery of the claims asserted therein including confirmatory discovery.

11. The Named Plaintiffs and Settlement Class Counsel have examined the benefits to be obtained under the terms of this Agreement and have considered the substantial risks associated with the continued prosecution of the Litigation and the likelihood of success on the merits, and have concluded that it is in the best interests of the Settlement Class as a whole that the claims asserted in the Litigation be resolved on the terms and conditions set forth in this Agreement. Settlement Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the substantial benefits that Settlement Class Members will receive as a result of the Settlement, the substantial risks and uncertainties of continued litigation, the expense that would be necessary to prosecute the Litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

12. The Parties agree and understand that neither this Agreement nor the Settlement it represents shall be construed as an admission of any kind by Defendants (any or all of them) of any wrongdoing whatsoever, including, without limitation, any admission of any violation of any statute or law or any admission of liability based on any of the claims or allegations asserted in the Litigation.

13. The Parties agree and understand that neither this Agreement nor the Settlement it represents shall be construed or be admissible as an admission by Defendants in the Litigation or any other proceedings that the Named Plaintiffs' claims or any other similar claims are or would be suitable for class treatment if the Litigation proceeded through litigation and trial.

14. The Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Parties arising out of or related to the claims asserted in the Litigation.

III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

1. The Parties stipulate to certification, for settlement purposes only, of a Settlement

Class defined as follows:

(a) All individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date; (b) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to the Preliminary Approval Date; and (c) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date.

In addition to the individuals above, all plaintiffs in the Related Litigation as well as all plaintiffs in any other lawsuits against Defendants alleging personal or bodily injury or exposure claims that are pending as the Preliminary Approval Date are deemed members of the Settlement Class. The Parties also stipulate that the Settlement Class shall include the following Settlement Subclasses for settlement purposes only, subject to Court approval:

Worker and Family Member Subclass: All individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date.

Eagan Neighbors Subclass: All individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to the Preliminary Approval Date.

Tampa Neighbors Subclass: All individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date.

Specifically excluded from the Settlement Class are the following Persons:

- (i) Defendants and their respective subsidiaries, affiliates, directors and members;
- (ii) Settlement Class Counsel;
- (iii) Defense Counsel;
- (iv) The judges who have presided over the Litigation, the Related Litigation or any other personal injury or bodily injury cases against any of the Defendants;
- (v) Local, municipal, state and federal governmental agencies; and
- (vi) All persons who have properly and timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

2. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties agree to request that the Court appoint Angeion Group as the Settlement Administrator.

3. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties agree to request that the Court appoint Angeion Group as the Settlement Planning Administrator.

4. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties agree to appoint ZipLiens Companies, LLC as the Lien Resolution Administrator.

5. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties agree to request that the Court appoint the Honorable Wayne R. Andersen (ret.) as the Special Master.

6. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties agree to request that the Court appoint the Honorable Wayne R. Andersen (ret.) as the Monitor.

7. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendants stipulate that the Named Plaintiffs and Settlement Class Counsel are adequate representatives of the Settlement Class.

IV. INSURANCE CLAIMS

1. Assignment of the Insurance Claims to Named Plaintiffs and the Settlement Class. Pursuant to the terms and conditions set forth below and in consideration of the promises, agreements and undertaking of the Named Plaintiffs and Settlement Class set forth herein, Defendants assign, grant and convey to Named Plaintiffs and the Settlement Class an undivided 100% interest in the Insurance Claims on the Effective Date, except as provided herein. The pursuit of the Insurance Claims shall be the responsibility of Named Plaintiffs, who shall proceed in their own name and on behalf of the Settlement Class and as assignees to seek satisfaction against the Insurers. This assignment shall be contingent on this Settlement receiving preliminary and final approval from the Court without material alteration in any respect and upon this Settlement and any final approval of the Settlement by the Court not being reversed or overturned by any other court.

2. Cash Payment toward Fees and Costs to Prosecute the Insurance Claims. As further consideration towards the Settlement, Defendants agree to pay the reasonable, necessary and commercially prudent fees and costs incurred by legal counsel for Named Plaintiffs in the pursuit of the Insurance Claims, with said counsel to be jointly agreed to by Settlement Class Counsel and Defendants. Defendants' sole obligation with respect to pursuit of the Insurance Claims, beyond the cooperation obligations specified in Section IV, Paragraph 6 hereof, shall be

the payment of reasonable, necessary and commercially prudent fees and costs incurred by legal counsel for Named Plaintiffs in the pursuit of such claims. Notwithstanding the foregoing, Defendants shall have no obligation to pay any fees or costs incurred by legal counsel for Named Plaintiffs in the pursuit of the Insurance Claims beyond a total amount of \$5 million. Payments by Defendants, however, toward such fees and costs shall only erode the cap of \$5 million in connection with the pursuit of the Insurance Claims following a final determination by the Special Master as to the Initial Monetary Awards (if any) owed to Settlement Class Members (including Named Plaintiffs); the fees and expenses associated with Defendants' litigation against Starr Indemnity & Liability Company in the lawsuit captioned Gopher Resource, LLC, et al. v. Starr Indemnity & Liability Co., Case No. 19HA-CV-23-4763 (Minn. First Jud. Dist., Cnty. of Dakota), pending as of the date of this Settlement Agreement for the cost of defense (as opposed to the duty to indemnify), shall not erode the \$5 million cap. Named Plaintiffs and their counsel shall have no other right or claim against Defendants with respect thereto.

3. Pursuit of the Insurance Claims. In terms of pursuit of the Insurance Claims, the Parties agree to act in good faith and in a commercially prudent and cost-effective manner in terms of pursuing settlement opportunities, prosecuting the Insurance Claims and managing that effort. If disputes arise with respect to the foregoing, including with respect to the payment of fees under Section IV, Paragraph 2, the Parties will address those issues in good faith, and if a resolution cannot be reached between the Parties, the Parties agree to submit the issue to the Honorable Wayne R. Andersen (ret.) of JAMS or a mutually agreeable neutral if Judge Andersen is unavailable.

4. Defendants' Retained Rights and Interests. Defendants shall retain all of their rights, title and interest in, to and under the Insurance Policies that (i) are not the Insurance Claims,

(ii) concern reimbursement of all of Defendants' defense fees and costs incurred prior to the Effective Date pursuant to the duty to defend or obligation to reimburse defense fees under the Insurance Policies (as applicable) or (iii) are attorneys' fees and costs incurred in Defendants' pending coverage action against Starr Indemnity & Liability Company captioned Gopher Resource, LLC, et al. v. Starr Indemnity & Liability Co., Case No. 19HA-CV-23-4763 (Minn. First Jud. Dist., Cnty. of Dakota), or are attorneys' fees awarded in the pursuit of Insurance Claims against the Insurers or defense of claims by the Insurers against Defendants (including any claims by the Insurers against Defendants arising out of or relating to the pursuit by Named Plaintiffs and the Settlement Class of the Insurance Claims), including fees awarded as consequential damages (if any) (collectively, the "Defendants' Retained Insurance Rights"). Notwithstanding the foregoing, any recoveries from the Insurers specifically attributable to claims against the Insurers for bad faith or breach of the covenant of good faith and fair dealing, breach of fiduciary duty and unfair claims handling for the Insurance Claims, and not among Defendants' Retained Rights, shall be split equally between Defendants and the Settlement Class, but only after Defendants have received full reimbursement of all defense fees and costs incurred in the pursuit of bad faith claims related to the Insurance Claims.

5. Notice to Insurers. If it has not already occurred, each of the Insurers shall be provided notice of the Settlement and provided an opportunity to pay the full aggregate limit of their respective Insurance Policies, or any compromise amount deemed to be reasonable and commercially prudent by Settlement Class Counsel and/or to participate in and raise defenses to claims in the claims process outlined below. Named Plaintiffs and Defendants agree that they will make no effort to preclude the Insurers from participating in the claims process and will, instead, encourage the Insurers to fully participate in order to expedite the resolution of this matter.

6. Reasonable Cooperation. Defendants agree to cooperate with Named Plaintiffs to allow Named Plaintiffs to pursue the Insurance Claims, to the extent such actions by Defendants are reasonably necessary and commercially prudent. Defendants further agree to execute any documents reasonably required to effectuate the Insurance Claims or the assignment of the rights therein, and Defendants shall pay for reasonable, necessary, and commercially prudent fees and costs as specified in Section IV, Paragraph 2 hereof. Any dispute regarding Defendants' obligations under this paragraph shall be decided by the Special Master. If the Special Master concludes that Defendants have not met their obligations under this paragraph, the Special Master shall be empowered to order that they do so.

7. Mutual Intent of a Miller-Shugart and/or Coblentz Settlement: The Parties intend their Settlement to have the same effect and to be interpreted in accordance with the decision of the Minnesota Supreme Court in Miller v. Shugart, 316 N.W.2d 729 (Minn. 1982), and its progeny, as well as Florida law and the decision Coblentz v. Am. Surety Co. of New York, 416 F.2d 1059 (5th Cir. 1969), and its progeny, or comparable New York law. To the extent the Court or other tribunals determine the Settlement violates the principles and intended effect of these cases under Minnesota, Florida or New York law, the Parties empower the Court to make modifications necessary to achieve a valid and enforceable agreement to the extent possible without causing Defendants to be required, without their consent, to pay more into the Cash Fund than is contemplated herein.

8. No Representation or Warranty as to the Insurance Claims. The Parties acknowledge that they have had sufficient opportunity to review the Insurance Policies and evaluate the Insurance Claims with legal counsel of their choosing and that no promise or inducement related to the Insurance Claims has been offered to them and that the Settlement is

accepted without reliance upon any statement, representation or warranty by any Party or anyone else regarding the Insurance Policies or the Insurance Claims other than representations made in this Settlement Agreement.

V. CASH FUND

1. Payment into the Cash Fund of the Initial Guarantee. Defendants shall pay the Initial Guarantee sum of \$15 million into the Cash Fund as of the Effective Date, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in Section VI.

2. Payment into the Cash Fund of the Final Guarantee. Defendants shall pay into the Cash Fund amounts up to \$15 million as necessary to cover the Notice and Administrative Costs, Monitor Costs, Special Master Costs, Lien Resolution Administrator Costs, GAL and LII Costs and Settlement Planning Administration Costs, and such amounts shall be funded by Defendants when and to the extent necessary so as to facilitate such payments for Notice, administration of the Settlement, the Monitor, the Special Master, the Lien Resolution Administrator, GAL and LII Costs and Settlement Planning Administration Costs. Any amount of this sum of \$15 million that Defendants have not yet paid shall be paid into the Cash Fund within forty-five (45) days after the Insurance Claims have been fully adjudicated (including the completion of any and all appeals) and/or the Insurance Claims have been fully resolved through settlement, again subject to the terms and conditions and possibility of reimbursement or reduction as set forth below in Section VI.

3. Cash Fund. Defendants will cause to be paid into the Cash Fund the Initial Guarantee and the Final Guarantee according to the terms set forth herein and subject to the possibility of reimbursement or reduction set forth herein in order to pay, along with the Insurance Claims Proceeds, the Final Monetary Awards of Settlement Class Members (including those amounts deemed within deductibles, retentions, reimbursement obligations or other holdbacks associated with the Insurance Policies) as set forth in the Total Adjudicated Claim Award, an

Incentive Award to each of the Named Plaintiffs, Attorneys' Fees and Expenses as set forth herein, the Notice and Administrative Costs, Special Master Costs, Monitor Costs, Lien Resolution Administrator Costs, GAL and LII Costs and Settlement Planning Administration Costs. Except as set forth in Section IV, Paragraph 2, the amount of the Initial Guarantee and the Final Guarantee shall represent the maximum amount of Defendants' monetary obligations under the Settlement, and no further monetary obligation shall be imposed on Defendants or otherwise required. Defendants shall make their required payments into the Cash Fund of the Initial Guarantee and the Final Guarantee according to the terms set forth herein and subject to the possibility of reimbursement or reduction set forth here (including Section VI). For the avoidance of doubt, the Notice and Administrative Costs, Monitor Costs, Special Master Costs, Lien Resolution Administrator Costs, GAL and LII Costs and Settlement Planning Administration Costs shall be paid from the Cash Fund, which shall be funded to the extent necessary by Defendants in advance of the Effective Date so as to facilitate such payments. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in Section VI, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

VI. ADDITIONAL TERMS OF THE INITIAL GUARANTEE AND FINAL GUARANTEE

Defendants' obligation to pay the Initial Guarantee and Final Guarantee into the Cash Fund are subject to adjustment and reimbursement as specified herein. Any adjustments and reimbursements shall be calculated within twenty-one (21) days after the Insurance Claims have

been fully adjudicated (including the completion of any and all appeals) and/or the Insurance Claims have been fully resolved through settlement.

A. Terms For Application Of Proportional Reimbursement And Related Terms

1. If the percentage of Insurance Claims Proceeds recovered from the Insurers is 0% to 19% of the lesser of \$279,000,000 or the Total Adjudicated Claim Award, then the Total Guarantee paid by Defendants shall be reduced by 0%.

2. If the percentage of Insurance Claims Proceeds recovered from the Insurers is 20% to 39% of the lesser of \$279,000,000 or the Total Adjudicated Claim Award, then the Total Guarantee paid by Defendants shall be reduced by 20% and reimbursed from the Insurance Claims Proceeds to the extent already paid.

3. If the percentage of Insurance Claims Proceeds recovered from the Insurers is 40% to 59% of the lesser of \$279,000,000 or the Total Adjudicated Claim Award, then the Total Guarantee paid by Defendants will be reduced by 35% and reimbursed from the Insurance Claims Proceeds to the extent already paid.

4. If the percentage of Insurance Claims Proceeds recovered from the Insurers is 60% to 79% of the lesser of \$279,000,000 or the Total Adjudicated Claim Award, then the Total Guarantee paid by Defendants will be reduced by 50% and reimbursed from the Insurance Claims Proceeds to the extent already paid.

5. If the percentage of Insurance Claims Proceeds recovered from the Insurers is 80% to 100% of the lesser of \$279,000,000 or the Total Adjudicated Claim Award, then the Total Guarantee paid by Defendants will be reduced by 80% and reimbursed from the Insurance Claims Proceeds to the extent already paid.

6. Under no scenario shall the combined amount of the Total Guarantee and Insurance Claims Proceeds recovered from the Insurers exceed the Total Adjudicated Claim Award. In such an event, the Total Guarantee to be paid by Defendants at the conclusion of the pursuit of the Insurance Claims shall be reduced (or reimbursed from any upfront consideration paid by Defendants) until the payment amount, together with the Insurance Claims Proceeds recovered from the Insurers, sums to 100% satisfaction of the Total Adjudicated Claim Award.

VII. CLAIMS PROCESS, SETTLEMENT ADMINISTRATION AND SPECIAL MASTER

1. Claims Process. Settlement Class Members who wish to be eligible to receive relief under the Settlement must submit or postmark within ninety (90) days after Class Notice is issued a completed and signed Claim Form substantially similar to the Claim Form attached hereto as Exhibit 1 hereto, along with any Supporting Documentation (as described herein and in the Claim Form).

a. Claims Submission of Members of the Worker and Family Member Subclass. Members of the Worker and Family Subclass must identify and provide (i) his, her or their status as an employee, contractor or employee of a contractor at the Tampa Facility and/or the Eagan Facility or as a spouse, partner, minor child or other family member who resided with any such worker; (ii) when he, she or they worked at the Tampa Facility and/or the Eagan Facility or when their spouse, partner, parent or other family member worked at either facility; (iii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from either facility; and (iv) any and all medical records, medical reports,

blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

b. Claims Submission of Members of the Eagan Neighbors Subclass.

Members of the Eagan Neighbors Subclass must identify and provide (i) his, her or their status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (ii) when (including duration) he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (iii) where he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility, including the relevant street address; (iv) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Eagan Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

c. Claims Submission of Members of the Tampa Neighbors Subclass.

Members of the Tampa Neighbors Subclass must identify and provide (i) his, her or their status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (ii) when (including duration) he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (iii) where he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility, including the relevant street address; (iv) any alleged injury,

medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Tampa Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

d. Claims Submission of Members of the Settlement Class Who Are Not Part of Any Settlement Subclass. Members of the Settlement Class who are not part of any Settlement Subclass must identify and provide (i) the case name, case number and court name of the case against any of the Defendants that is pending as of the Preliminary Approval Date in which he, she or they is a plaintiff and allege or have alleged personal or bodily injury or exposure claims; (ii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from either facility; and (iii) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

2. Claim Review by Settlement Administrator. The Settlement Administrator shall review and evaluate each Claim Form for validity, timeliness and completeness. Failure to provide all information and documentation requested on the Claim Form will not result in immediate denial or nonpayment of a Claim. Instead, the Settlement Administrator will take reasonable and customary steps to notify the Claimant of the deficiency, including but not limited to, written e-mail notification when possible, requesting the additional information necessary to demonstrate eligibility. To cure the deficiency, the deficiency response must be submitted via the online claim

portal or postmarked within sixty (60) days after the mailing date of the notice of defect by the Settlement Administrator and must cure the core defect of the Claim or the Claim will be denied. If the Claimant cures the deficiencies identified by the Settlement Administrator within the sixty (60) day period following notice by the Settlement Administrator, and the Settlement Administrator thereafter determines that the Claimant's Claim is complete and valid, the Settlement Administrator shall provide the Claim Form and Supporting Documentation to the Special Master for adjudication. Upon request, the Special Master has the authority, at his, her or their discretion, to extend the timeframe provided to the Claimant for curing any defect to the Claim Form or in providing Supporting Documentation.

3. Fraudulent or Suspicious Claims. If the Settlement Administrator or the Special Master suspect fraud or misleading conduct with respect to any Claim, then the Settlement Administrator or Special Master will immediately bring the Claim to the attention of Settlement Class Counsel and Defense Counsel, who shall meet and confer with the Settlement Administrator or Special Master concerning the Claim, including whether the Claim should be denied. Settlement Class Counsel and Defense Counsel also reserve the right to bring the Claim to the attention of the Court.

4. Appointment of Special Master. The Parties agree to ask that the Court appoint the Honorable Wayne R. Andersen (ret.) of JAMS as the Special Master. If Judge Andersen is for any reason unable or unwilling to serve as Special Master, the Parties shall mutually agree to propose a replacement to the Court. The Special Master shall be permitted to retain staff to assist in the Claims review process, subject to the Parties' prior consent, which will not be unreasonably withheld. The Special Master, however, shall remain solely responsible for the final determination

as to each award (if any). All fees and costs of the Special Master and his, her or their staff shall be paid out of the Cash Fund.

5. Review of Claim Forms and Supporting Documentation by Special Master. The Special Master will review the Claim Forms and Supporting Documentation submitted by Claimants who timely and properly submit a Claim Form and Supporting Documentation, as determined by the Settlement Administrator. Settlement Class Counsel and Defense Counsel shall have the right to review the Claim files of the Settlement Administrator at any time. Settlement Class Counsel and Defendants shall also have the right to make submissions to the Special Master in support of or in opposition to in whole or in part any Claim on a schedule to be set by the Special Master, and the Special Master may allow submissions by Settlement Class Counsel and Defense Counsel that address general principles of law or issues of fact that bear upon more than one individual Claim. The Special Master shall also allow Settlement Class Counsel and Defense Counsel to reply to any submission by the other in support of or in opposition to any Claim. The Settlement Administrator and Special Master shall have the right to confer with Settlement Class Counsel and Defense Counsel with respect to any Claim. The Special Master will be empowered to make legal and factual determinations as appropriate to the adjudication of the Claims and to issue an Initial Monetary Award (if any) owed to each Claimant, which determination shall be reasonably allocated to the various causes of action asserted and among Defendants. The Parties agree the total amount awarded to Claimants by the Special Master shall be deemed a good faith assessment of the liability and damage claims of Claimants.

6. Challenges to Initial Monetary Awards to Settlement Class Members. Any Party or Settlement Class Member wishing to challenge any Initial Monetary Award by the Special Master shall file an objection with the Court within ninety (90) days of such award being made,

and in order to have such an award revised, altered or set aside, the Party challenging the award must show by clear and convincing evidence that the award is unwarranted as a matter of fact and/or applicable law.

7. Special Master Accounting. The Special Master shall maintain a complete and accurate accounting of all receipts, expenses (including Special Master Costs) and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice to Settlement Class Counsel and Defense Counsel.

VIII. MINORS, DECEASED PERSONS AND LIIs

1. Settlement Class Counsel and Defense Counsel will file a motion asking the Court to appoint a Master GAL. The Master GAL shall propose the appointment of Panel GALs should the Master GAL determine that the volume of claims submitted by Minors, Deceased Persons and LIIs requires the assistance of additional guardians ad litem. Settlement Class Counsel and Defense Counsel may propose qualified candidates for these positions along with a compensation proposal for GAL and LII Costs, all of which will be paid exclusively out of the Cash Fund.

2. Registration and Submission of Claims on Behalf of a Minor, Deceased Person or LII. Minors, Deceased Persons and LIIs shall comply with all deadlines to submit Claims, deliver Supporting Documentation and make appeals or objections to the Special Master as set forth in Section VII.

3. The Proposed Next Friend for a Minor, Deceased Person or LII shall submit a Claim Form and Supporting Documentation to the Settlement Administrator. The Claim Form will require the Proposed Next Friend to identify himself, herself or their self as such for the Minor, Deceased Person or LII and provide proof of his, her or their relationship with the Minor, Deceased Person or LII. Once appointed and accepted, as set forth below, the Next Friend will be acting under supervision of the Court.

4. Adverse Minor, Deceased Person or LII Notices. Within forty-five (45) days of receiving a Claim Form identifying a Proposed Next Friend for a Minor, Deceased Person or LII, the Settlement Administrator will notify any Proposed Next Friend that has failed to submit proofs necessary to demonstrate that he, she or they meet the requirements to act as a Next Friend for a Minor, Deceased Person or LII. The Settlement Administrator shall consult with the Special Master before issuing any such notice. A Proposed Next Friend may seek reconsideration of or an appeal of the notice issued by the Settlement Administrator under the procedures set forth below:

a. A request for reconsideration shall consist of a letter to the Settlement Administrator of no more than five (5) pages setting forth the Proposed Next Friend's grounds for reconsideration, in addition to any applicable proof supporting those contentions and anything else requested by the Settlement Administrator. The Settlement Administrator shall create a reconsideration request form to allow Proposed Next Friends to set forth such grounds for reconsideration and to submit additional proof.

b. A request for reconsideration must be submitted to the Settlement Website or by mail to the Settlement Administrator no later than thirty (30) days after the date of the Adverse Minor, Deceased Person or LII Notice. All requests for reconsideration shall be signed by the Proposed Next Friend or his, her or their counsel.

c. Within twenty-one (21) days after receipt of the request for reconsideration and additional proof, the Settlement Administrator shall issue a reconsideration notice to the Proposed Next Friend with a copy to Settlement Class Counsel or the Proposed Next Friend's counsel. The reconsideration notice shall

inform the Proposed Next Friend of the Settlement Administrator's decision on the request for reconsideration.

d. Once the deadline to submit a request for reconsideration has lapsed, or upon issuance of the reconsideration notice responding to a timely request for reconsideration, the Settlement Administrator's determination with respect to the Proposed Next Friend will be final, unless the Proposed Next Friend submits an appeal to the Special Master pursuant to the paragraph immediately below.

5. Appeals of Adverse Minor, Deceased Person or LII Notices to the Special Master.

Any Proposed Next Friend who submits a timely request for reconsideration of an Adverse Minor, Deceased Person or LII Notice may appeal the Settlement Administrator's reconsideration notice to the Special Master. Any Proposed Next Friend taking such an appeal will be charged a fee of one hundred and seventy-five dollars (\$175) by the Settlement Administrator that must be paid before the appeal may proceed, which fee shall be refunded if the appeal is successful. If the appeal is unsuccessful, the fee will be paid into the Cash Fund.

a. Each appeal shall consist of a letter from the Proposed Next Friend or his, her or their counsel to the Special Master setting forth the basis for the appeal and the requested remedy, subject to the attestations in the Claim Form. When deciding an appeal, the Special Master shall consider whether, based upon the letter, and the Proposed Next Friend's proofs made available to the Settlement Administrator, there is clear and convincing evidence that the Settlement Administrator's decisions regarding the Proposed Next Friend are in error. Unless the Special Master determines that clear and convincing evidence exists that the Settlement Administrator's decisions regarding the Proposed Next Friend are

erroneous, he shall affirm the Settlement Administrator's reconsideration notice with respect to the Proposed Next Friend. When evaluating such an appeal, the Special Master may, in his, her or their sole discretion, consult with the Settlement Administrator concerning the basis of the appeal and the Proposed Next Friend's requested remedy. The Special Master may also consult with the Parties, Settlement Class Counsel or Defense Counsel, but only if the Special Master initiates such communications.

b. All appeals must be in the form of a letter submitted to the Settlement Website or by mail to the Settlement Administrator within twenty (20) days after the Settlement Administrator issues its reconsideration notice with respect to the request for reconsideration of the Adverse Minor, Deceased Person or LII Notice. The Special Master shall issue his, her or their determinations with respect to each appeal within twenty-one (21) days of its receipt by the Settlement Administrator. To the extent required, the twenty-one (21) day deadline may be extended by the Special Master.

c. The Special Master shall decide each timely appeal in a writing submitted to the Settlement Administrator. The Special Master's determination with respect to all appeals shall be final, binding, and non-appealable by any means. Once the Special Master has decided an appeal, the Settlement Administrator shall abide by that decision in all respects concerning all Final Monetary Awards, if any, to the Minor, Deceased Person or LII Claimant due under this Agreement.

6. Disputes Regarding the Designation of a Next Friend for a Minor, Deceased Person or LII. The Settlement Administrator shall promptly inform and provide necessary information to

the Master GAL in the event of a dispute between two or more individuals seeking to act as a Next Friend for the same Minor, Deceased Person or LII. The Master GAL may take action to secure a mutually agreeable resolution among the potential Next Friends. If a mutually agreeable resolution is not obtained, the Master GAL shall within twenty-one (21) days of being informed of the dispute refer the matter to the Special Master along with a report of his, her or their findings and recommendations.

a. The Special Master shall issue his, her or their determination within twenty-one (21) days of receipt of the findings and recommendations of the Master GAL. In the course of evaluating the dispute, the Special Master may, in his, her or their sole discretion, consult with the Master GAL or Settlement Administrator. The Special Master may also consult with any or all of the Parties' respective counsel, but only if the Special Master initiates such communications. The Special Master's determination shall be final, binding and non-appealable by any means. The Special Master's determination shall be sent to each of the individuals seeking to act as a Next Friend and submitted to the Settlement Administrator.

7. Favorable Minor, Deceased Person or LII Notices. After the Settlement Administrator has determined that a Minor, Deceased Person or LII is eligible to participate as a Claimant in the Settlement Program and before an Initial Monetary Award is issued to that Minor, Deceased Person or LII, the Settlement Administrator must certify in the Favorable Minor, Deceased Person or LII Notice, attached hereto as Exhibit 9 hereto, that he or she has properly determined that the Minor, Deceased Person or LII is eligible to participate as a Claimant in the Settlement.

a. The Settlement Administrator shall issue a Favorable Minor, Deceased Person or LII Notice to the Proposed Next Friend appointed to act as Next Friend on behalf of a Minor, Deceased Person or LII. The Proposed Next Friend must accept or reject the terms stated in the Favorable Minor, Deceased Person or LII Notice within fifteen (15) days of receipt. If the Proposed Next Friend accepts the Favorable Minor, Deceased Person or LII Notice, thereby becoming the Next Friend of the Minor, Deceased Person or LII, he, she or they must sign an additional release in the form contained in the Favorable Minor, Deceased Person or LII Notice on behalf of the Minor, Deceased Person or LII. If the Next Friend is acting on behalf of a Minor or LII, he, she or they must also elect at that time from the options in Section VIII, Paragraph 13 as to how the Final Monetary Award should be distributed to the Minor or LII.

8. If the Proposed Next Friend fails to timely accept or reject the Favorable Minor, Deceased Person or LII Notice, the Settlement Administrator shall send a second notice informing the Proposed Next Friend that the terms stated in the Favorable Minor, Deceased Person or LII Notice must be accepted or rejected within fifteen (15) days of receipt. If, after the second notice, the Proposed Next Friend fails to accept or reject the Favorable Minor, Deceased Person or LII Notice, the Notice will be presumed to be rejected by the Proposed Next Friend.

9. The Master GAL will evaluate whether the Final Monetary Award issued by the Special Master to a Minor or LII, and the option elected by the Next Friend for the Minor or LII to receive a Final Monetary Award under Section VIII, Paragraph 13, is fair, reasonable, adequate and in the best interests of the particular Minor or LII. If the Master GAL agrees with the determinations of the Special Master and the option elected by the Next Friend, the Master GAL

shall issue a report and recommendation regarding his, her or their findings. The Master GAL's evaluation will be presented to the Court for determination of whether the Final Monetary Award and elected option to receive the Final Monetary Award are fair, reasonable, adequate and in the best interests of the particular Minor or LII. If the Master GAL and Court agree that the Final Monetary Award issued by the Special Master and the elected option to receive the Final Monetary Award are fair, reasonable, adequate and in the best interest of the Minor or LII, then the Final Monetary Award and elected option to receive the Final Monetary Award will be approved and the Settlement Administrator will effectuate the option elected by the Next Friend for the Minor or LII.

10. If the Master GAL or the Court determines that the Final Monetary Award and/or the elected option to receive the Final Monetary Award are not fair, reasonable, adequate or in the best interests of the Minor or LII, then the Claim and/or elected option to receive the Final Monetary Award will be sent for a reevaluation by the Special Master and/or Next Friend and the process will be repeated until the Final Monetary Award and elected option to receive the Final Monetary Award are approved by the Master GAL and the Court.

11. The Master GAL will evaluate whether the Final Monetary Award issued by the Special Master to a Deceased Person is fair, reasonable, adequate and in the best interests of the particular Deceased Person. If the Master GAL agrees with the determinations of the Special Master, the Master GAL shall issue a report and recommendation regarding his, her or their findings. The Master GAL's evaluation will be presented to the Court via a petition for approval under Fla. Stat. § 768.25. If the Master GAL and Court agree that the Final Monetary Award issued by the Special Master is fair, reasonable, adequate and in the best interest of the Deceased Person, then the Final Monetary Award will be approved.

12. If the Master GAL or the Court determines that the Final Monetary Award is not fair, reasonable, adequate or in the best interests of the Deceased Person, then the Claim will be sent for a reevaluation by the Special Master and the process will be repeated until the Final Monetary Award is approved by the Master GAL and the Court.

13. Final Monetary Awards to Minors and LIIs. The Next Friend shall select to receive any Final Monetary Award for a Minor or LII from one of the following options:

- a. As a payment into a Special Needs Trust;
- b. As a payment into a Settlement Preservation Trust; or
- c. As a payment of a Structured Settlement.

14. The Settlement Administrator, subject to review and approval by the Master GAL, will provide general information on the Settlement Website describing the potential benefits and limitations of each option listed in Section VIII, Paragraph 13. Defendants, the Settlement Administrator, the Master GAL and Defense Counsel shall have no responsibility or liability arising out of any option chosen by a Next Friend.

15. Within thirty (30) days of the entry of the Preliminary Approval Order, Settlement Class Counsel shall submit the proposed Special Needs Trust and Settlement Preservation Trust for review and approval by the Court.

16. Nothing stated herein should be construed as preventing a Next Friend from electing to have the Monetary Award to be paid in whole or in part to fund a Structured Settlement with structured payments made payable to any of the trusts as outlined above, or subject to obtaining approval from the Master GAL, to a competent adult with legal capacity, or their legal representative, in accordance with the structured settlement annuity contract terms.

IX. SETTLEMENT PLANNING ADMINISTRATOR

1. The motion seeking a Preliminary Approval Order will request that the Court appoint Angeion Group as Settlement Planning Administrator. All fees and costs of the Settlement Planning Administrator shall be paid out of the Cash Fund.

2. The Settlement Planning Administrator will perform actions reasonably necessary in conjunction with and under the supervision of the Master GAL and/or Special Master as designated by the Court for the efficient and timely funding of the Special Needs Trust and Settlement Preservation Trust and the appropriate documentation of Structured Settlements. The duties of the Settlement Planning Administrator shall, in general terms, including the following:

a. Establish processes and procedures to implement the duties and obligations assigned to the Settlement Planning Administrator under this Settlement Agreement;

b. After the Court enters the Preliminary Approval Order, coordinate with the Master GAL, Settlement Class Counsel and Defense Counsel to identify an appropriate entity(ies) to serve as the trustee(s) of the Special Needs Trust and the Settlement Preservation Trust, which entity(ies) shall be subject to Court approval, and to design and secure Court approval of the implementing documents for the Special Needs Trust and the Settlement Preservation Trust;

c. Subject to Court approval, the Settlement Planning Administrator may design and propose certain Structured Settlement options to be offered to Claimants along with the option of a customized Structured Settlement;

d. Upon Court approval of the aforementioned options, design educational materials regarding the Special Needs Trust, Settlement Preservation

Trust and Structured Settlement Options to be provided to the Settlement Administrator to be included in the Settlement Website;

e. Coordinate and communicate with the Settlement Administrator and the Master GAL (or Special Master if applicable) to finalize the elected option for any Minor or LII and to assure that such option comports with all applicable rules and guidelines;

f. Coordinate and communicate with the Settlement Administrator and the Master GAL (or Special Master if applicable) to confirm the necessary documentation and to facilitate the distribution of Final Monetary Awards into a Special Needs Trust, Settlement Preservation Trust or Structured Settlement. Such coordination and communication may include but not be limited to ensuring an efficient and timely funding of a Special Needs Trust or Settlement Preservation Trust and committing to an annuity purchase date with an annuity issuer;

g. Coordinate and communicate, with Claimants and their financial professional, if applicable, who elect to deposit their Final Monetary Awards into a Special Needs Trust or Settlement Preservation Trust, and the Master GAL or other guardian (or if applicable the Special Master), as necessary, and the trustee(s) of the Special Needs Trust and Settlement Preservation Trust to ensure a timely, efficient, and legally compliant funding of each trust account;

h. Serve as the primary point of contact for all Structured Settlements;

i. Ensure, subject to the approval of the Master GAL (or if applicable the Special Master), that each Structured Settlement is set up in compliance with applicable laws and regulations, including “qualified assignments” that will comply

with Section 130(c) of the Internal Revenue Code, and “non-qualified assignments” that will not rely upon nor comply with Internal Revenue Code 130(c) (see P.L.R. 200836019); and that all documentation necessary for the proper procurement and funding of each Structured Settlement is completed;

j. Coordinate and communicate with the Claimant and his, her or their financial professional, if applicable, the Settlement Administrator and the Master GAL (or if applicable, the Special Master), as necessary, to ensure the proper funding of each Structured Settlement;

k. Coordinate and communicate with the Master GAL, Settlement Administrator and any Structured Settlement provider to provide applications as required by any life insurance company issuing the Structured Settlement;

l. Coordinate and communicate with the Settlement Administrator and the trustee(s) of the Special Needs Trust and Settlement Preservation Trust to ensure that Minor or LII Claimants complete all paperwork necessary for the proper and timely funding of a trust account;

m. Once a Special Needs Trust or Settlement Preservation Trust is funded, ensure each Minor or LII Claimant and his, her or their respective Next Friend receives a copy of the trust agreement and any associated documents including but not limited to a joinder agreement, if applicable, and a welcome package from the trustee;

n. In coordination with the Settlement Administrator, ensure that the Structured Settlement contract is provided to each Minor or LII Claimant or Settlement Class Counsel or the Minor or LII Claimant’s personal attorney; and

o. Under the guidance of the Master GAL (or other persons designated by the Court, as appropriate), perform such other tasks reasonably necessary to accomplish the goals contemplated by this Settlement Agreement with respect to Special Needs Trusts, Settlement Preservation Trusts and Structured Settlements.

3. The Parties, Settlement Class Counsel and Defense Counsel and their respective affiliates will not be liable for any act, or failure to act, of the Settlement Planning Administrator.

4. The Court will retain jurisdiction over and oversee the Settlement Planning Administrator and may, at its sole discretion, request reports or information from the Settlement Planning Administrator.

5. The Settlement Planning Administrator shall be replaced for cause by motion of Settlement Class Counsel or Defense Counsel, upon order of the Court. If the Settlement Planning Administrator resigns, is replaced or is otherwise unable to continue employment in this position, the Parties agree to mutually propose a replacement to the Court.

X. MONITOR

1. Appointment of Monitor. A Monitor shall be appointed by the Court to monitor the Tampa Facility and the Eagan Facility in order to ensure that both facilities are operated in a manner consistent with applicable state and federal law. The Parties hereby agree to ask that the Court appoint the Honorable Wayne R. Andersen (ret.) of JAMS to serve as Monitor. The term of the Monitor will be for three (3) years from the Effective Date (unless extended by joint agreement of the Parties). If Judge Andersen is for any reason unable or unwilling to serve as Monitor, the Parties agree to mutually propose a replacement to the Court. All fees and costs of the Monitor shall be paid out of the Cash Fund.

2. Monitor Accounting. The Monitor shall maintain a complete and accurate accounting of all receipts, expenses (including Monitor Costs) and payments made pursuant to this

Settlement Agreement. The accounting shall be made available on reasonable notice to Settlement Class Counsel and Defense Counsel.

XI. NOTICE AND ADMINISTRATIVE COSTS, SPECIAL MASTER COSTS AND MONITOR COSTS

1. Defendants shall pay or cause to be paid from the Cash Fund all Notice and Administrative Costs, Special Master Costs, Monitor Costs, Lien Resolution Administrator Costs, GAL and LII Costs and Settlement Planning Administration Costs, as provided in the Preliminary Approval Order and subject to the terms and conditions herein, including in Sections V-VI.

2. If the Court does not approve the Settlement following the Fairness Hearing or if the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, Defendants shall not be entitled to recover any amounts advanced by them to the Settlement Administrator for Notice and Administrative Costs, Special Master Costs, Monitor Costs, Lien Resolution Administrator Costs, GAL and LII Costs and Settlement Planning Administration Costs.

3. Under no circumstances will the Named Plaintiffs, Settlement Class Counsel or any Settlement Class Member have any liability for Notice and Administrative Costs, Special Master Costs, Monitor Costs, Lien Resolution Administrator Costs, GAL and LII Costs and Settlement Planning Administration Costs, the cost of Defendants' defense of the Litigation or the cost of Defendants' discharge of any of their respective obligations under the Settlement, except as otherwise set forth herein.

**XII. TAX TREATMENT OF CASH FUND;
CONSEQUENCES OF TERMINATION**

1. The Settlement Administrator shall create a separate, interest-bearing escrow account to serve as the Cash Fund into which is paid the Initial Guarantee, the Final Guarantee and the Insurance Claims Proceeds, as described herein and subject to the terms and conditions herein.

2. Any Taxes and Tax Expenses will be paid out of the Cash Fund; in no event will Defendants or Defense Counsel have any liability or responsibility for the Taxes, the Tax Expenses or the filing of any tax returns or other documents with the Internal Revenue Service or any other state or local taxing authority. The Settlement Administrator will indemnify and hold Defendants and Defense Counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Furthermore, Taxes and Tax Expenses will be timely paid by the Settlement Administrator out of the Cash Fund, and the Settlement Administrator will be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Claimants any funds necessary to pay such amounts; Defendants and Defense Counsel are not responsible for and shall have no liability therefor or for any reporting requirements that may relate thereto. The Parties agree to cooperate with the Settlement Administrator, each other and their respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section and the Agreement.

XIII. SETTLEMENT ADMINISTRATOR

1. Selection and Appointment of Settlement Administrator. The Parties have agreed to have Angeion Group serve as the Settlement Administrator and will request that the Court appoint the Settlement Administrator to serve in that capacity. The Settlement Administrator has provided Settlement Class Counsel and Defense Counsel with a Class Notice Program, which sets forth a detailed estimate and a “not-to-exceed” price for performing all tasks and duties regarding this settlement. A copy of the Class Notice Program is attached hereto as Exhibit 8.

2. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court’s supervision and direction as circumstances may require. The Settlement Administrator shall cause the Class Notice Program to be carried out after Preliminary Approval, including the Long-Form Notice, along with the Eagan Published Notice

and Tampa Published Notice to be published and the Mailed Notice, Eagan Neighbors Mailed Notice and Emailed Notice to be mailed and emailed, respectively, (to the extent physical and email addresses are available) to Settlement Class Members who can be identified through reasonable effort and oversee the distribution of payment of Final Monetary Awards to Settlement Class Members in accordance with the terms of the Settlement and orders of the Court.

3. Next Friend Determination. The Settlement Administrator shall assist with the process by which Next Friends are approved and appointed, as set forth in Section VIII.

4. Claims Administration. The Settlement Administrator shall administer the monetary relief for Settlement Class Members pursuant to the terms of this Agreement and shall seek to resolve issues with Claim Forms in a cost effective and timely manner. The Settlement Administrator may request the assistance of the Parties to identify Settlement Class Members; to facilitate providing direct notice to Settlement Class Members who can be identified through reasonable effort and notice by publication; and to accomplish such other purposes as may be approved by Defendants and Settlement Class Counsel; and the Parties shall reasonably cooperate with such requests.

5. Settlement Administrator Discretion. The Settlement Administrator shall review and validate all Claim Forms and Supporting Documentation submitted by Settlement Class Members. The Settlement Administrator shall have the discretion to accept or reject, in whole or in part, the Claim Forms and Supporting Documentation submitted by Settlement Class Members with the objectives of efficiency and effecting substantial justice to the Parties and the Settlement Class Members. Issues regarding the validity of Claim Forms and Supporting Documentation that cannot be resolved by the Settlement Administrator shall be submitted to Defense Counsel and

Settlement Class Counsel for resolution and, if no resolution is reached, to the Special Master and ultimately, if necessary, to the Court.

6. No Liability for Claims Administered Pursuant to Settlement Agreement. No Person shall have any claim against Defendants, Defense Counsel, Settlement Class Counsel, the Released Parties, the Special Master, the Monitor, the Settlement Administrator, the Settlement Planning Administrator, the Master GAL, the Panel GAL (if appointed) and/or the Lien Resolution Administrator based on any determinations, distributions or awards made with respect to any Claim. For the avoidance of doubt, in no event shall Named Plaintiffs, Settlement Class Counsel, Defendants, Defense Counsel, the Special Master or the Monitor have any liability for any claims of wrongful conduct (whether intentional, reckless or negligent) on the part of the Settlement Administrator or its agents.

7. Settlement Administrator Duties. The Settlement Administrator shall:

a. Use personal information acquired as the result of this Settlement Agreement solely for purposes of providing Class Notice and evaluating and paying Claims under this Settlement Agreement.

b. Assign a manager to oversee the protection and appropriate management of personal information including, without limitation, for purposes of maintaining its confidentiality, and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement.

c. Take security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification, and/or exposure of personal information.

d. If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for other purposes.

e. Respond immediately with appropriate measures when necessary to disclose, correct, stop using or eliminate contents of information.

f. Within one hundred twenty (120) days after payment of the Final Monetary Awards has been distributed and the Insurance Claims have been fully adjudicated (including the completion of any and all appeals) and/or the Insurance Claims have been fully resolved through settlement, and in compliance with all applicable retention law, destroy all personal information obtained in connection with this Settlement in a manner most likely to guarantee that such information shall not be obtained by unauthorized Persons.

8. Settlement Administrator Accounting. The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses (including Notice and Administrative Costs) and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice to Settlement Class Counsel and Defense Counsel.

9. Removal of Settlement Administrator. If the Settlement Administrator fails to perform adequately, the Parties may agree to remove and/or replace the Settlement Administrator by petitioning the Court to do so.

10. Class Notice Program. The Settlement Administrator shall commence the Class Notice Program no later than thirty (30) days after the Preliminary Approval Date. The Class

Notice Program shall be effectuated by the Settlement Administrator, and it shall include, at a minimum:

a. Emailed Notice and Mailed Notice. The Settlement Administrator will email the Court-approved Emailed Notice (Exhibit 5) to all Settlement Class Members at their last known email address; will mail the Court-approved Mailed Notice (Exhibit 6) to Settlement Class Members, except members of the Eagan Neighbors Subclass, at their last known mailing address; and will mail the Court-approved Eagan Neighbors Mailed Notice (Exhibit 7) to all members of the Eagan Neighbors Subclass at their last known mailing address. Within fourteen (14) days following Preliminary Approval, Defendants and Settlement Class Counsel will provide the Settlement Administrator with reasonably available and accessible information that identifies possible members of the Settlement Class and their email addresses or mailing addresses from Defendants' existing records. The Settlement Administrator will perform a national change of address (a/k/a NCOA) search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the Mailed Notice and/or Eagan Neighbors Mailed Notice to any more accurate addresses so found.

b. Eagan Published Notice; Tampa Published Notice. The Settlement Administrator will cause the Eagan Published Notice to be publicized via one-quarter page advertisements on two consecutive Sundays in the Minneapolis Star

Tribune. The Settlement Administrator will cause the Tampa Published Notice to be publicized via one-quarter page advertisements on two consecutive Sundays in the Tampa Bay Times.

c. Long-Form Notice and Settlement Website. No later than thirty (30) days after the Preliminary Approval Date, the Settlement Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the settlement utilizing an easily recognized domain name. The Settlement Website shall include the content of the Long-Form Notice and be maintained by the Settlement Administrator until one hundred twenty (120) days after all deadlines for correcting deficiencies in the Claim Forms or Supporting Documentation pursuant to Section VII, Paragraph 2 have passed. The domain name of the Settlement Website shall be included in all forms of the Class Notice. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form and Supporting Documentation, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Class Notice, the Claim Form, Court Orders regarding this Settlement, and other relevant Court documents, including Settlement Class Counsel's Motion for Approval of Attorneys' Fees, Cost, and Incentive Awards; (iv) information concerning the submission of Claim Forms and Supporting Documentation, including the ability to submit Claim Forms and Supporting Documentation electronically; and (v) information and forms concerning the appointment of a Next Friend for a Minor, Deceased Person or LII.

d. Toll-Free Number. No later than thirty (30) days after the Preliminary Approval Date, the Settlement Administrator shall establish a toll-free telephone number and facility that will provide members of the Settlement Class with information and direct them to the Settlement Website. The toll-free telephone number shall be included on the Settlement Website and in the Class Notice. The telephone facility shall be capable of providing general information concerning deadlines for filing a Claim Form, opting out of or objecting to the Settlement and the dates and locations of relevant Court proceedings, including the Fairness Hearing. The toll-free number(s) shall be maintained by the Settlement Administrator during the time period that the Settlement Website is active.

11. Proof of Compliance with Class Notice Program. The Settlement Administrator shall provide Settlement Class Counsel and Defense Counsel with a declaration detailing all of its efforts regarding the Class Notice Program, its timely completion of the Class Notice Program and its reach to the members of the Settlement Class, to be filed along with Named Plaintiffs' Motion for Final Approval of Class Action Settlement.

12. Settlement Administrator Database. The Settlement Administrator shall maintain and preserve records of all of its activities, in a computerized database with easily retrievable records, relative to the Settlement, including logs of all telephone calls, emails, faxes, mailings, visits to the Settlement Website and all other contacts with actual and potential members of the Settlement Class. The database shall also include a running tally of the number and types of materials mailed or disseminated by the Settlement Administrator. The Settlement Administrator shall provide Settlement Class Counsel and Defense Counsel with weekly written reports

throughout the Claim Period summarizing all statistics and actions taken by the Settlement Administrator in connection with administering the Settlement.

XIV. OBJECTIONS AND OPT-OUT RIGHTS

1. Any Settlement Class Member who intends to object must do so on or before the Opt-Out and Objection Date. In order to object, the Settlement Class Member must file the objection with the Court on or before the Opt-Out and Objection Date, in addition to serving the Settlement Class Member's objection, including all papers or evidence in support thereof, by mail or hand delivery upon the Settlement Administrator, Settlement Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice. The objection must provide the following:

- a. the Settlement Class Member's printed name, address, and telephone number;
- b. whether the Settlement Class Member is represented by counsel and, if so, contact information for his, her or their counsel;
- c. evidence showing that the objector is a Settlement Class Member;
- d. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class or to the entire Settlement Class, and state with specificity the grounds for each objection;
- e. any other supporting papers, materials or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection;
- f. the actual written or electronic signature of the Settlement Class Member making the objection and, if the Settlement Class Member is represented by counsel, the actual written or electronic signature of such counsel; and
- g. a statement on whether the objecting Settlement Class Member and/or his, her or their counsel intend to appear at the Fairness Hearing.

2. Any Settlement Class Member who fails to timely file and serve a written objection and notice of his, her or their intent to appear at the Fairness Hearing pursuant to the above paragraph, as detailed in the Class Notice, shall not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

3. A Settlement Class Member who wishes to opt out of the Settlement Class must do so on or before the Opt-Out and Objection Date. To opt out, a Settlement Class Member must inform the Settlement Administrator in writing that he, she or they wishes to be excluded from the Settlement Class and must send that request to the Settlement Administrator by U.S. Mail, post-marked no later than the Opt-Out and Objection Date or submit the request online through the Claims portal no later than the Opt-Out and Objection Date. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion or the Settlement Class Member's personal representative or guardian (as opposed to counsel) and contain the Settlement Class Member's name, address, telephone number and a statement that indicates a desire to be excluded from the Settlement Class. A Settlement Class Member may opt out on an individual and personal basis only; so-called "mass" or "class" opt-outs shall not be allowed.

4. Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim or receive any monetary relief.

5. Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the

Agreement; or (d) be entitled to object to any aspect of the Settlement. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as an objection.

6. The Settlement Administrator shall provide Settlement Class Counsel and Defense Counsel with copies of all Requests for Exclusion on a weekly basis by email and will provide the Opt-Out List on or before one hundred (100) days after the Notice Date.

XV. IDENTIFICATION AND SATISFACTION OF LIENS

1. Appointment and Oversight. The Parties agree to ask that the Court appoint ZipLiens Companies, LLC as Lien Resolution Administrator. If ZipLiens Companies, LLC is for any reason unable or unwilling to serve as Lien Resolution Administrator, the Parties shall mutually agree to propose a replacement to the Court. The Lien Resolution Administrator shall perform its responsibilities and take all steps necessary to faithfully implement and administer the Lien-related provisions of the Settlement Agreement.

2. The Court may, at its sole discretion, request reports or information from the Lien Resolution Administrator. The Lien Resolution Administrator will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs.

3. The Special Master, for the duration of his, her or their term, will oversee the Lien Resolution Administrator and may, at his, her or their sole discretion, request reports or information from the Lien Resolution Administrator.

4. Roles and Responsibilities. The Lien Resolution Administrator shall, among other responsibilities set forth in this Settlement Agreement, administer the process for the identification and satisfaction of all applicable Liens, as set forth in Section XV, Paragraph 9. Each Settlement Class Member (and Settlement Class Counsel or the Settlement Class Member's respective

counsel, if applicable) claiming a Final Monetary Award, however, will be solely responsible for the satisfaction and discharge of all Liens.

5. Compensation and Expenses. Reasonable compensation of the Lien Resolution Administrator, as agreed to by Settlement Class Counsel and Defense Counsel, and reasonable out-of-pocket costs and expenses directly incurred as a result of the Lien Resolution Administrator's responsibilities will be paid out of the Cash Fund. Either Settlement Class Counsel or Defense Counsel may challenge the reasonableness of the Lien Resolution Administrator's out-of-pocket costs and expenses, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the reasonableness of such costs and expenses. If the Court or Special Master, as applicable, determines that any costs and expenses are unreasonable, the Lien Resolution Administrator will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the Lien Resolution Administrator will refund that amount to the Cash Fund.

6. Liability. The Parties, Settlement Class Counsel, Defense Counsel, the Special Master and their respective affiliates will not be liable for any act or failure to act of the Lien Resolution Administrator.

7. Lien Identification, Satisfaction and Discharge. Each Settlement Class Member filing a Claim will identify all Liens held or asserted by any person or entity with respect to any Final Monetary Award in his, her or their Claim Form. Each Settlement Class Member (and Settlement Class Counsel or other counsel individually representing the Settlement Class Member) shall cooperate with the Lien Resolution Administrator and/or the Settlement Administrator to identify all Liens held or asserted by Governmental Payors; Medicare Program, Medicare Part C or Part D Program, and/or Medicaid Program sponsors; or any other entity with respect to any

Final Monetary Award as a prerequisite to receiving payment of any Final Monetary Award, including by providing the requested information and authorizations to the Lien Resolution Administrator and/or Settlement Administrator in the timeframe specified for so doing.

8. Among other things, each Settlement Class Member will authorize the Lien Resolution Administrator to:

a. Establish procedures and protocols to identify and resolve Liens held or asserted by Medicare Program sponsors and Medicaid Program sponsors with respect to any Final Monetary Award;

b. Establish procedures and protocols to collect any additional information needed from those Settlement Class Members who identified a Lien or Liens on their Claim Form.

c. Undertake to obtain an agreement in writing with CMS and other supporting documentation promptly following the Effective Date that:

i. Establishes reporting processes recognized by CMS as satisfying the reporting obligations, if any, under the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, 110 Pub. L. No. 173, 121 Stat. 2492 (“MMSEA”) in connection with this Settlement Agreement;

ii. Fulfill all state and federal reporting obligations, including those to CMS that are agreed upon with CMS;

iii. Satisfy Lien amounts owed to a Governmental Payor out of any Final Monetary Award to the Settlement Class Member pursuant to this Settlement Agreement; and;

iv. Transmit all information received from any Governmental Payor or Medicare Part C or Part D Program sponsor pursuant to such authorizations (i) to Defendants, Settlement Administrator, and/or Special Master solely for purposes of verifying compliance with the MSP Laws or other similar reporting obligations and for verifying satisfaction and full discharge of all such Liens or (ii) as otherwise directed by the Court.

9. The Lien Resolution Administrator and/or Settlement Administrator is empowered to put in place a mechanism for resolving the Liens identified on a Settlement Class Members' Claim Form or identified by the Lien Resolution Administrator on an individual basis, as agreed to by Settlement Class Counsel and Defense Counsel. These mechanisms for resolving such Liens on an individual basis can allow the Lien Resolution Administrator and/or Settlement Administrator to: (i) satisfy such Lien amounts owed for medical items, services, prescription drugs and/or any other goods or services paid on behalf of a Settlement Class Member out of any Final Monetary Award to the Settlement Class Member, subject to the Settlement Class Member's right to object to the fact and/or amount of such Lien amount; and (ii) provide that the Lien Resolution Administrator's reasonable costs and expenses incurred in resolving such Liens, including the reasonable compensation of the Lien Resolution Administrator for such efforts, will be paid out of any Final Monetary Award to the Settlement Class Member.

10. The Parties further understand and agree that the Lien Resolution Administrator's performance of functions described in this Section XV is not intended to modify the legal and financial rights and obligations of Settlement Class Members, including the duty to pay and/or arrange for reimbursement of each Settlement Class Member's past, current or future bills or costs, if any, for medical items, services and/or prescription drugs, and to satisfy and discharge any and all statutory recovery obligations for any Liens.

11. Notwithstanding any other provision of this Settlement Agreement relating to timely payment, no Final Monetary Award shall be recovered by a Settlement Class Member who is or was entitled to benefits under a Governmental Payor program prior to: (i) the Lien Resolution Administrator's determination of the final amount needed to satisfy the reimbursement obligation that any Governmental Payor states is due and owing (as reflected in a final demand letter or other formal written communication), and satisfaction and discharge of that reimbursement obligation as evidenced by the Lien Resolution Administrator's receipt of a written satisfaction and discharge from the applicable Governmental Payor; or (ii) the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Final Monetary Award under which such reimbursement obligation will be resolved.

12. Notwithstanding any other provision of this Settlement Agreement relating to timely payment, if any person or entity claims any Liens, other than those set forth in Section XV, Paragraph 11, with respect to a Settlement Class Member's Final Monetary Award, then the Settlement Class Member shall not recover such Final Monetary Award if the Lien Resolution Administrator and/or Settlement Administrator has received notice of that Lien and there is a legal obligation to withhold payment to the Settlement Class Member under applicable federal or state law. The Settlement Administrator will hold such Final Monetary Award in an escrow account

until the Settlement Class Member (and counsel individually representing him or her, if any) presents documentary proof, such as a court order or release or notice of satisfaction by the party asserting the Lien, that such Lien has been satisfied and discharged; or until the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Final Monetary Award under which such reimbursement obligation will be resolved.

13. Settlement Class Members who are or were entitled to benefits under Medicare Part C or Part D Programs may be required by statute or otherwise, when making a claim for and/or receiving compensation pursuant to this Settlement Agreement, to notify the relevant Medicare Part C or Part D Program sponsor or others of the existence of, and that Settlement Class Member's participation in, this Settlement. It is the sole responsibility of each Settlement Class Member to determine whether he, she or they has such a notice obligation and to perform timely any such notice reporting.

14. Indemnification. Each Settlement Class Member, on his, her or their own behalf, and on behalf of his, her or their estate, predecessors, successors, assigns, attorneys, representatives, heirs, beneficiaries, executors, and administrators, in return for the benefits and consideration provided in this Settlement Agreement, will indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities, including the costs of defense and attorneys' fees of, the Released Parties against any and all claims by individuals or entities other than the Parties arising from, relating to, or resulting from (a) any undisclosed Lien relating to, or resulting from, compensation or benefits received by a Settlement Class Member pursuant to this Settlement and/or (b) the failure of a Settlement Class Member to timely and accurately report or provide information that is necessary for compliance with the MSP Laws, or for the Lien Resolution Administrator to identify and/or satisfy all

Governmental Payors or Medicare Part C or Part D Program sponsors who may hold or assert a reimbursement right. The amount of indemnification will not exceed the total Final Monetary Award of that Settlement Class Member. **NAMED PLAINTIFFS AND SETTLEMENT CLASS MEMBERS ACKNOWLEDGE THAT THIS SECTION COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS SECTION IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.**

15. No Admission. Any reporting performed by the Lien Resolution Administrator and/or Settlement Administrator for the purpose of resolving Liens, if any, related to compensation provided to Settlement Class Members pursuant to this Settlement Agreement does not constitute an admission by any Settlement Class Member or any Released Party of any liability or evidence of liability in any manner.

16. The foregoing provisions of this Section are solely for the several benefit of Defendants, the Lien Resolution Administrator, the Special Master and the Settlement Administrator. No Settlement Class Member (or Settlement Class Counsel or other counsel individually representing them, if any) will have any rights or defenses based upon or arising out of any act or omission of Defendants, the Lien Resolution Administrator, the Special Master or the Settlement Administrator with respect to this Section XV.

XVI. ATTORNEYS' FEES, EXPENSES AND NAMED PLAINTIFFS' INCENTIVE AWARDS

1. Within the time period established by the Court and no later than the Notice Date, Settlement Class Counsel will file a Motion for Approval of Attorneys' Fees and Expenses and Incentive Awards to be paid from the Cash Fund. Defendants shall not oppose a request by Settlement Class Counsel for Attorneys' Fees and Expenses that includes the following, both of

which shall be paid exclusively from the Cash Fund: (i) an amount representing fees not to exceed 33.3% of the final aggregate amount of the Cash Fund (after all reimbursements or adjustments have been applied) and (ii) the reasonable costs and expenses of Settlement Class Counsel in litigating the Litigation and Related Litigation as of the Preliminary Approval Date, not to exceed \$600,000. The amount of fees set forth above in subsection (i) of this paragraph shall be allocated as follows, subject to approval by the Court: Settlement Class Counsel shall be paid a Settlement Class Counsel assessment of 8.3% of the final aggregate amount of the Cash Fund (after all reimbursements or adjustments have been applied). Any counsel other than Settlement Class Counsel retained by a particular Claimant in connection with his, her or their Claim may then take a fee of up to 25% of the actual recovery of that Claimant who is that counsel's respective client. If particular Claimants do not have counsel other than Settlement Class Counsel retained by those Claimants in connection with their Claims, then Settlement Class Counsel may take an additional fee of up to 25% of the actual recoveries of those Claimants.

2. The procedure for and the allowance or disallowance by the Court of any application for Attorneys' Fees and Expenses is not a material term of the Settlement or Agreement and is not a condition of this Agreement that any particular application for Attorneys' Fees and Expenses be approved. If an application for Attorneys' Fees and Expenses is approved by the Court, Settlement Class Counsel shall provide W-9 Forms to the Settlement Administrator prior to such payment.

3. Attorneys' Fees and Expenses approved by the Court shall be paid within thirty-five (35) days after the Court's grant of the Motion for Approval of Attorneys' Fees and Expenses and Incentive Awards, to the extent the amounts from which the Attorneys' Fees and Expenses are to be paid are available in the Cash Fund pursuant to the terms of this Agreement. To the extent

amounts from which Attorneys' Fees and Expenses are not yet available in the Cash Fund, Attorneys' Fees and Expenses approved by the Court shall be paid within thirty-five (35) days after the amounts from which those Attorneys' Fees and Expenses are to be paid are available in the Cash Fund pursuant to this Agreement. Under no circumstances will Defendants be liable to Settlement Class Counsel or any other attorney or law firm for, because of, relating to, concerning or as a result of any payment or allocation of any attorneys' fees made in accordance with this Settlement Agreement; and Settlement Class Counsel and each of them, release Defendants and/or Released Persons from any and all disputes or claims because of, relating to, concerning or as a result of any payment or allocation of Attorneys' Fees and Expenses made pursuant to this Settlement Agreement.

4. Settlement Class Counsel shall move for Incentive Awards of ten thousand dollars (\$10,000) to each of the Named Plaintiffs in the Litigation, as may be approved by the Court. If approved by the Court, such Incentive Awards will be paid from the Cash Fund no later than thirty-five (35) days after the Effective Date. Defendants agree to not oppose the Incentive Awards, provided that there are no more than ten (10) Named Plaintiffs in total.

5. Any order or proceedings relating to the applications for Attorneys' Fees and Expenses and Incentive Awards or any appeal from any order relating thereto or reversal or modification thereof will not operate to terminate or cancel this Agreement or affect or delay the finality of the Final Order and Judgment approving the Agreement and the Settlement.

XVII. NOTICES

1. All notices (other than the Class Notice) required by the Agreement shall be made in writing and mailed to the following addresses:

All notices to Settlement Class Counsel shall be sent to Settlement Class Counsel,
c/o:

Michael J. Fuller, Jr.
FARRELL & FULLER LAW
270 Munoz Rivera Avenue, Suite 201
San Juan, Puerto Rico 00918

All notices to Defense Counsel provided herein shall be sent to Defense Counsel,
c/o:

Mark S. Mester
Robin M. Hulshizer
Robert C. Collins III
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611

2. The notice recipients and addresses designated above may be changed by written notice.

3. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, requests for exclusion or other documents or filings received as a result of the Class Notice.

XVIII. SETTLEMENT APPROVAL PROCESS

1. After execution of this Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order without material alteration from Exhibit 10 hereto, which:

- a. Preliminarily approves this Settlement;
- b. Directs that Class Notice is provided in a reasonable manner, as set forth herein, to all Settlement Class Members who would be bound by the Settlement;
- c. Preliminarily certifies the Settlement Class;
- d. Schedules a Fairness Hearing on final approval of this Settlement and Agreement to consider the fairness, reasonableness and adequacy of the

proposed Settlement and whether it should be finally approved by the Court, such Fairness Hearing to be no earlier than one hundred eighty (180) days after the Preliminary Approval Date, subject to Court approval;

e. Finds that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing notice to the Settlement Class;

f. Appoints the Special Master, Settlement Planning Administrator, Monitor, Settlement Administrator and Lien Resolution Administrator in accordance with the provisions of Sections VII, IX, X, XIII, and XV;

g. Approves the Class Notice, the content of which is without material alteration from Exhibits 2-7 hereto, and directs the Settlement Administrator to publish or issue the Class Notice in accordance with the Class Notice Program (Exhibit 8 hereto) provided for in this Agreement;

h. Approves the Claim Form, the content of which is without material alteration from Exhibit 1 hereto, and sets a Claim Deadline;

i. Approves the creation of the Settlement Website as defined in Section XIII, Paragraph 10 above;

j. Finds that the Class Notice Program implemented pursuant to this Agreement: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of applicable law;

k. Requires the Settlement Administrator to file proof of publication of the Eagan Published Notice and Tampa Published Notice and proof of maintenance of the Settlement Website at or before the Fairness Hearing;

l. Requires each Settlement Class Member who wishes to be excluded from the Settlement Class to submit an appropriate, timely Request for Exclusion, postmarked no later than the Opt-Out and Objection Date to the Settlement Administrator at the address on the Class Notice or submitted online through the Claims portal no later than the Opt-Out and Objection Date;

m. Preliminarily enjoins all Settlement Class Members unless and until they have timely excluded themselves from the Settlement Class from: (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative, regulatory,

arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims. This Agreement is not intended to prevent Settlement Class Members from participating in any action or investigation initiated by a state or federal agency;

n. Orders that any Settlement Class Member who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., becomes an Opt-Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

o. Provides that any response to an objection shall be filed with the Court no later than fourteen (14) days before the Fairness Hearing;

p. Specifies that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise comply with the requirements of Section XIV shall be foreclosed from seeking any adjudication or review of this settlement by appeal or otherwise;

q. Requires that any attorney hired by a Settlement Class Member will be at the Settlement Class Member's expense for the purpose of objecting to this Agreement, the proposed Settlement or the Attorneys' Fees and Expenses or Incentive Awards;

r. Requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fees and Expenses or Incentive Awards and who intends to make an appearance at the

Fairness Hearing to provide to the Settlement Administrator (who shall forward it to Settlement Class Counsel and Defense Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date;

s. Requires any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing to provide to the Settlement Administrator (who shall forward it to Settlement Class Counsel and Defense Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date or as the Court otherwise may direct;

t. Directs the Settlement Administrator to establish a post office box in the name of the Settlement Administrator to be used for receiving Requests for Exclusion, objections, notices of intention to appear and any other communications and providing that only the Settlement Administrator, Settlement Class Counsel, Defense Counsel, Defendants, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in this Agreement;

u. Directs the Settlement Administrator to promptly furnish Settlement Class Counsel and Defense Counsel with copies of any and all Requests for Exclusion, notices of intention to appear or other communications that come into its possession, except as expressly provided in this Agreement;

v. Directs that Settlement Class Counsel shall file their applications for the Attorneys' Fees and Expenses and Named Plaintiffs' Incentive Awards in accordance with the terms set forth in Section XVI;

w. Orders the Settlement Administrator to provide the Opt-Out List to Settlement Class Counsel and Defense Counsel no later than one hundred (100) days after the Notice Date, following which Settlement Class Counsel will file with the Court the Opt-Out List with a declaration from the Settlement Administrator attesting to the completeness and accuracy thereof no later than three (3) business days thereafter or on such other date as the Parties may direct; and

x. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Agreement and the proposed Settlement.

XIX. FINAL ORDER AND JUDGMENT AND RELEASES

1. Pursuant to the schedule set by the Court in its Preliminary Approval Order and no later than one hundred fifty (150) days after the Preliminary Approval Date, Settlement Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and for entry of a Final Order and Judgment.

2. If this Agreement (including any amendment or modification made with the consent of the Parties as provided herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request that the Court enter a mutually agreeable Final Order and Judgment pursuant to Fla. R. Civ. P. 1.220(d) and all applicable laws that, among other things:

a. Finds that the Court has personal jurisdiction over the Parties and all members of the Settlement Class and that the Court has subject-matter jurisdiction to approve this Settlement and Agreement and all Exhibits thereto;

b. Permanently certifies a Settlement Class solely for purposes of this Settlement;

c. Grants final approval of this Settlement as being fair, reasonable and adequate as to all Settling Parties and consistent and in compliance with all requirements of due process and applicable law as to and in the best interests of all Settling Parties and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions;

d. Declares this Agreement and the Final Order and Judgment to be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release (as set forth in Section I, Paragraph 74) maintained by or on behalf of the Named Plaintiffs and all other Settlement Class Members, as well as their respective agents, heirs, executors or administrators, successors and assigns;

e. Confirms the appointment of the Special Master, Master GAL, Panel GAL (if applicable), Settlement Planning Administrator, Monitor, Settlement Administrator and Lien Resolution Administrator in accordance with the provisions of Sections VII, VIII, IX, X, XIII, and XV;

f. Finds that the Class Notice Program implemented pursuant to this Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek monetary and other relief; (iii) constituted reasonable, due, adequate and sufficient notice to all persons entitled to receive

notice; and (iv) met all applicable requirements of due process and any and all other applicable laws and rules;

g. Approves the Claim Form that was distributed to Settlement Class Members, the content of which was without material alteration from Exhibit 1 hereto;

h. Finds that Settlement Class Counsel and the Named Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Agreement;

i. Dismisses the Litigation now pending before the Court on the merits and with prejudice and without fees or costs except as expressly provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

j. Orders that within one (1) week after the Effective Date, the other lawsuits not pending before the Court will be dismissed with prejudice without fees or costs except as provided herein;

k. Adjudges that the Named Plaintiffs and the Settlement Class have conclusively compromised, settled, dismissed and released any and all Released Claims against Defendants and the Released Persons;

l. Approves payment of the Attorneys' Fees and Expenses and the Incentive Awards in a manner consistent with Section XVI;

m. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Defendants, the Named Plaintiffs and the Settlement Class as to all matters relating to the administration, consummation, enforcement and interpretation of the terms

of the Settlement and Final Order and Judgment and for any other necessary purposes;

n. Provides that upon the Effective Date, the Named Plaintiffs and all Settlement Class Members, whether or not they return a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against Defendants and/or any Released Persons, and any such Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Persons;

o. Determines that the Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Persons or of any concession or admission of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Agreement;

p. Bars and permanently enjoins all Settlement Class Members from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims arising on or before the Preliminary Approval

Date and (ii) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

q. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for Opt-Outs who subsequently submit Claim Forms during the Claim Period or later indicate their desire to withdraw their Request for Exclusion; and

r. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members.

3. As of the Effective Date, the Releasing Persons are deemed to have fully released and forever discharged the Released Persons of and from all Released Claims by operation of entry of the Final Judgment and Order of Dismissal.

4. Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Agreement and the Release, and all of their respective claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

5. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Settlement Class Counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or any Named Plaintiffs or Settlement Class Members, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Incentive Awards to Named Plaintiffs.

6. As of the Effective Date, the Released Persons are deemed to have fully released and forever discharged by operation of the entry of the Final Order and Judgment the Named Plaintiffs, the Settlement Class Members, Settlement Class Counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members (or any of them) of and from any claims arising out of the Litigation and/or the Settlement.

7. As of the Effective Date, the Released Persons are deemed to have fully released and forever discharged each other by operation of entry of the Final Order and Judgment of and from any claims they may have against each other arising from the claims asserted by the Releasing Persons in the Litigation, including any claims arising out of the investigation, defense or Settlement of the Litigation.

8. The Releasing Persons and the Released Persons expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding California or other law, the Releasing Persons and the Released Persons hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein and are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to or overlap the Released Claims, and the Releasing Persons and the Released Persons hereby agree and acknowledge that this is an essential term of the Releases. In connection with the Releases, the Releasing Persons and the Released Persons acknowledge that they are aware that they may hereafter discover claims currently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to or overlap the Released Claims, are hereby released, relinquished and discharged.

9. Nothing in the Releases shall preclude any action to enforce the terms of this Agreement, including participation in any of the processes detailed herein.

XX. SATISFACTION OF FINAL JUDGMENT

1. The Parties shall take a final judgment after final approval of the Settlement in the total sum adjudicated to each of the Settlement Class Members, plus any incentive award and agreed upon attorneys' fees or costs. Named Plaintiffs and Settlement Class Members shall only seek to satisfy the judgment from the Cash Fund, which includes the Total Guarantee and the Insurance Claims Proceeds. Named Plaintiffs, Settlement Class Members and their counsel shall

take no further action against Defendants and/or the Released Parties to satisfy the judgment. The final judgment is explicitly not satisfiable by attachment nor shall it become a lien upon any real estate, real property owned or any other owned assets of Defendants and/or the Released Parties, and Named Plaintiffs and Settlement Class Members will take no action and will refrain from any attempt to collect any portion of any judgment directly from Defendants and/or the Released Parties beyond the Cash Fund, except that notwithstanding any of the foregoing, Named Plaintiffs (on their behalf and on behalf of Settlement Class Members) may seek recovery from the Insurers in connection with the Insurance Claims and/or seek to execute or enforce the judgment directly against the Insurers.

2. Within fourteen (14) days after final resolution by judgment, settlement or otherwise of the Insurance Claims, Named Plaintiffs will file with the Court a full and complete satisfaction of judgment in favor of Defendants. The satisfaction of judgment shall be a full and complete satisfaction of judgment and shall not be dependent upon the amounts recovered from the Insurers.

3. In the event Named Plaintiffs are not successful in recovering under the Insurance Claims any or all amounts awarded by the Special Master and reduced to judgment by the Court or if any part of the Settlement or the transactions and assignments contemplated therein are set aside or vacated for any reason or deemed to be null and void, unenforceable, illegal, unreasonable, imprudent, collusive, in bad faith or otherwise defeated by the Insurers, then Named Plaintiffs and all other Settlement Class Members shall have no rights against Defendants or the Released Parties beyond the Initial Guarantee and Final Guarantee (as applicable and as specified herein, including in Sections V-VI). Consistent with the Release in the Settlement Agreement, Defendants and the Released Parties may otherwise assert the Settlement Agreement as a complete bar to prosecution

of the Settlement Class Members' claims, which were or could have been asserted against Defendants or the Released Parties.

XXI. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT

1. Within fifteen (15) days after the occurrence of any of the following events and upon written notice to counsel for all Parties, Defendants shall have the right to withdraw from the Settlement and terminate this Agreement:

- a. If the Court fails to approve the Agreement as written or if the Court's approval is reversed or modified on any appeal;
- b. If the Court materially alters any of the terms of the Agreement; or
- c. If the Preliminary Approval Order, as described in Section XVIII, or the Final Order and Judgment, as described in Section XIX, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason. In the event of a withdrawal pursuant to this Section, any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement.

2. Defendants shall have the exclusive right, at their option, to terminate the Settlement Agreement, in the event any of the conditions related to the number of Opt-Outs stated in the Parties' separate filing to be submitted under seal to the Court occur. This provision may be invoked during the forty-five (45) day period after the Settlement Administrator has served the Opt-Out List on Defendants. In the event this provision is invoked, all Parties' obligations under this Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to Defendants' position on the issue of class certification and

that the claims asserted in the Litigation are not amenable to class treatment; and Defendants shall be restored to their litigation position existing immediately before the execution of this Agreement. To elect to withdraw from the Settlement and terminate this Agreement on the basis set forth in this Section XXI, Defendants must notify Settlement Class Counsel in writing of their election to do so within the forty-five (45) day period described in this paragraph. If Defendants exercise such right, Settlement Class Counsel shall have fifteen (15) days following notice or such longer period as agreed to by the Parties to address the concerns of the Opt-Outs. If, as a result of those efforts or otherwise, none of the conditions related to the number of Opt-Outs stated in the Parties' in the Parties' separate filing to be submitted under seal to the Court is present, Defendants shall withdraw their election to withdraw from the Settlement and terminate the Agreement. In no event, however, shall any Gopher Defendant have any further obligation under this Agreement to any Opt-Out unless such Settlement Class Member withdraws his, her or their Request for Exclusion. For the purposes of this paragraph and for interpreting the conditions related to the number of Opt-Outs stated in the in the Parties' separate filing to be submitted under seal to the Court, Opt-Outs shall not include (i) persons who are specifically excluded from the Settlement Class under Section III, Paragraph 1 of the Agreement; (ii) Settlement Class Members who elect to withdraw their Request for Exclusion; and/or (iii) Opt-Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Agreement.

3. In the event of withdrawal by Defendants in accordance with the terms set forth in this Section XXI, the Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation and shall not be offered in evidence or used in any litigation for any purpose, including, without limitation, the existence, certification or maintenance of any

proposed or existing class or the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Defendants, the Named Plaintiffs and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. In the event of withdrawal by Defendants, Defendants shall be solely responsible for any and all Notice and Administrative Costs, Special Master Costs, Monitor Costs, Lien Resolution Administrator Costs, GAL and LII Costs and Settlement Planning Administration Costs incurred on or before the date of withdrawal.

XXII. EFFECTIVE DATE

1. The Effective Date of this Agreement shall be the forty-five (45) days after each and all of the following conditions have occurred:

- a. This Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement and approving the Class Notice and Claim Form, all as provided above;
- c. The Court-approved Eagan Published Notice and Tampa Published Notice have been duly published, the Court-approved Emailed Notice, Mailed Notice and Eagan Neighbors Mailed Notice have been duly distributed and the content of the Court-approved Long-Form Notice has been made available on the

Settlement Website, which has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Order and Judgment giving final approval of this Settlement, as provided above;

e. All appeals, challenges or reviews of the Final Order and Judgment have concluded, and no further appeal, challenge or review can be initiated or occur; and

f. The Final Order and Judgment has therefore become Final.

2. If, for any reason, this Agreement fails to become Final pursuant to this Section XXI, the orders, judgment and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo ante with respect to the Litigation as if the Parties had never entered into this Agreement.

XXIII. REPRESENTATIONS, WARRANTIES AND COVENANTS

1. Settlement Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Named Plaintiffs, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Settlement Class Counsel and Named Plaintiffs and constitutes their legal valid and binding obligation.

2. Defendants, through their undersigned attorneys, represent and warrant that they have the authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendants of this Settlement Agreement and the consummation by Defendants of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. This

Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid and binding obligation.

3. Settlement Class Counsel represent and warrant that Settlement Class Counsel is not aware of any other clients who have claims related to either the Tampa Facility or the Eagan Facility and are not members of the Settlement Class; that Settlement Class Counsel has no present intention to represent any other Person who has claims related to either the Tampa Facility or the Eagan Facility and is not a member of the Settlement Class; and that Settlement Class Counsel does not intend to engage in marketing or advertising specifically related to claims or potential claims against any of Defendants or Released Parties after the Claim Deadline.

XXIV. ADDITIONAL PROVISIONS

1. Recitals and Exhibits. The Recitals and Exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

2. Settlement Purposes Only. This Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendants or any admission by Defendants of any claim or allegation made in any action or proceeding against Defendants or any concession as to the validity of any of the claims asserted by the Named Plaintiffs in the Litigation. This Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendants that the Named Plaintiffs' claims, or any similar claims, are either valid or suitable for class treatment.

3. Best Efforts. If there are any developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then the Parties shall confer in good faith regarding such matters; and such matters shall be dealt with as agreed upon by the Parties, and if the Parties cannot reach an agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Agreement in order to give this Agreement full force and effect. The execution of all such documents must take place prior to the Preliminary Approval Hearing.

4. Time Is of the Essence: The Parties agree that time is of the essence due to the need of Gopher to secure financing in order to maintain operations at the Tampa Facility and the Eagan Facility. If this Settlement is not preliminarily approved by the Court by July 10, 2024, then Defendants shall have the irrevocable right to withdraw from the Settlement, and the Parties shall return to the positions they were in before they entered into this Term Sheet, the Settlement and the Settlement Agreement.

5. Administration of Agreement. No person shall have any claim against the Named Plaintiffs, Settlement Class Counsel, Defendants, Defense Counsel, the Settlement Administrator, Master GAL, Panel GALS, Settlement Planning Administrator, Lien Resolution Administrator or the Released Persons or their agents based on administration of the Settlement substantially in accordance with the terms of the Agreement or any order of the Court or any appellate court.

6. Communications. Settlement Class Counsel and all other counsel of record for the Named Plaintiffs and Defense Counsel hereby agree not to engage in any communications with the media or the press, on the Internet or in any public forum, orally or in writing, that relate

to this Settlement or the Litigation other than statements that are fully consistent with the Notice or otherwise approved by the Parties.

7. Entire Agreement. This Agreement constitutes the entire agreement between and among the Settling Parties with respect to the Settlement of the Litigation. This Agreement supersedes all prior negotiations, term sheets and agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

8. Waiver. There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single agreement.

10. Drafting. This Agreement shall not be construed more strictly against one Party than another merely because this Agreement may have been drafted or otherwise prepared in full or substantial part by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Agreement. All terms, conditions and Exhibits are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

11. Choice of Law and Forum. Any conflict arising under the Settlement Agreement will be governed by Florida law. The exclusive forum for any dispute relating to the Settlement Agreement will be the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, Civil Division. Provided however, it is the intent of the Parties to protect their respective interests and for the Settlement to have the same effect and to be interpreted in accordance with the decision of the Minnesota Supreme Court in Miller v. Shugart, 316 N.W.2d 729 (Minn. 1982), and its progeny, as well as Florida law under Coblentz v. Am. Surety Co. of New York, 416 F.2d 1059 (5th Cir. 1969), and its progeny, or comparable New York law; accordingly, the assignment of Insurance Claims and satisfaction of the Settlement through Insurance Claims Proceeds shall be interpreted, construed and enforceable in accordance with the laws of the State of Minnesota, if Minnesota law is determined to be more favorable than the corresponding laws of Florida or New York, including the Miller-Shugart decision and its progeny as construed by Minnesota courts and the principles stated therein.

12. Continuing Jurisdiction. The Parties submit to the jurisdiction of the Court in Brown, et al. v. Gopher Resource, et al., Case No. 21-CA-004494 (13th Judicial Circuit, Hillsborough County, Fla.), solely for purposes of implementing and enforcing the Settlement to be embodied in the Settlement Agreement.

13. Confidentiality. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement.

14. Defendants' Attorneys' Fees and Costs. Defense Counsel shall bear their own attorneys' fees and costs in the Litigation.

15. No Retaliation Against Current Employees. Under no circumstances should there be any retaliation by the Defendants against any current employee based in whole or in part on

their participation as a Settlement Class Member. If such conduct is alleged to occur it shall be brought to the Special Master to be addressed with the ability to formulate the appropriate remedy.

16. Return of Documents. Within thirty (30) days after the payment of the Final Monetary Awards, if any, Settlement Class Counsel will return to the producing Defendant or destroy all documents, information and material produced by Defendants in this Litigation or in the Related Litigation.

17. Representation by Counsel. The Parties are represented by competent counsel, and they have had a full opportunity to consult and have consulted with counsel prior to executing this Settlement Agreement. Each Party represents that they understand the terms and consequences of executing this Settlement Agreement and execute it, and agree to be bound by the terms set forth herein, knowingly, intelligently, and voluntarily.

18. Mutual Full Cooperation. The Parties agree to cooperate with each other in good faith to accomplish the terms of this Settlement Agreement, including the execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement and obtain the Court's final approval of the Settlement Agreement, including the entry of an order dismissing the Litigation with prejudice.

19. No Tax Advice. Neither the Parties nor their counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder. No Person shall rely on anything in this Settlement Agreement to provide tax advice, and any Person, including, without limitation, Named Plaintiffs and Settlement Class Members, shall obtain his, her, or its own independent tax advice with respect to any payment under this Settlement Agreement.

20. Extensions. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

21. Binding Effect. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Settling Parties.

22. No Prior Assignment, Transfer or Conveyance of Released Claims. The Named Plaintiffs represent and warrant that no portion of any claim, right, demand, action or cause of action against the Released Persons that the Named Plaintiffs, or any of them, have or may have arising out of any allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which the Named Plaintiffs, or any of them, may be entitled, has been assigned, transferred or conveyed by or for the Named Plaintiffs or any of them in any manner; and no person other than the Named Plaintiffs has any legal or equitable interest in the claims, demands, actions or causes of action referred to in this Agreement as those of the Named Plaintiffs.

23. Subheadings. The headings used in this Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. In construing this Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

24. Stay of Proceedings. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits and other matters necessary to obtain and preserve final judicial approval of this Settlement.

25. Authority. Each person executing this Settlement Agreement on behalf of any Party warrants that such person has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, each of the Settling Parties' respective agents, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Named Plaintiff Koungnum Brown

On behalf of Named Plaintiffs, approved as to form, and with respect to the representations and warranties of Settlement Class Counsel herein:

FARRELL & FULLER LAW



Michael J. Fuller, Jr. (FL Bar No.: 173797)
270 Munoz Rivera Avenue, Suite 201
San Juan, Puerto Rico 00918
Telephone: (939) 293-8244
Facsimile: (939) 293-8245
Email: mike@farrellfuller.com

*Counsel for Named Plaintiffs
and the Settlement Class*

DocuSigned by:

KOUNGNUM BROWN

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7/7/2024

Date: _____

Named Plaintiff Tomika Brown

Date: _____

Koungnum Brown/Tomika Brown on behalf of
Named Plaintiff C.B.

DocuSigned by:

KOUNGNUM BROWN

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7/7/2024

Date: _____

Named Plaintiff Effie Crawley

Date: _____

Named Plaintiff Robert Eishen

Date: _____

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Named Plaintiff Koungnum Brown

Date: _____


On behalf of Named Plaintiffs, approved as to form, and with respect to the representations and warranties of Settlement Class Counsel herein:

FARRELL & FULLER LAW



Michael J. Fuller, Jr. (FL Bar No.: 173797)
270 Munoz Rivera Avenue, Suite 201
San Juan, Puerto Rico 00918
Telephone: (939) 293-8244
Facsimile: (939) 293-8245
Email: mike@farrellfuller.com

Named Plaintiff Tomika Brown


DocuSigned by:

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7/7/2024

Date: _____

*Counsel for Named Plaintiffs
and the Settlement Class*

Koungnum Brown/Tomika Brown on behalf of
Named Plaintiff C.B.

DocuSigned by:

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7/10/2024

Date: _____

Named Plaintiff Effie Crawley

Date: _____

Named Plaintiff Robert Eishen

Date: _____

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Named Plaintiff Koungnum Brown

Date: _____

Named Plaintiff Tomika Brown

Date: _____

On behalf of Named Plaintiffs, approved as to form, and with respect to the representations and warranties of Settlement Class Counsel herein:

FARRELL & FULLER LAW



Michael J. Fuller, Jr. (FL Bar No.: 173797)

270 Munoz Rivera Avenue, Suite 201

San Juan, Puerto Rico 00918

Telephone: (939) 293-8244

Facsimile: (939) 293-8245

Email: mike@farrellfuller.com

*Counsel for Named Plaintiffs
and the Settlement Class*

Koungnum Brown/Tomika Brown on behalf of
Named Plaintiff C.B.

Date: _____

Named Plaintiff Effie Crawley



Date: 7/8/24

Named Plaintiff Robert Eishen

Date: _____

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Named Plaintiff Koungnum Brown

Date: _____

On behalf of Named Plaintiffs, approved as to form, and with respect to the representations and warranties of Settlement Class Counsel herein:

FARRELL & FULLER LAW

Michael J. Fuller, Jr.

Named Plaintiff Tomika Brown

Date: _____

Michael J. Fuller, Jr. (FL Bar No.: 173797)
270 Munoz Rivera Avenue, Suite 201
San Juan, Puerto Rico 00918
Telephone: (939) 293-8244
Facsimile: (939) 293-8245
Email: mike@farrellfuller.com

*Counsel for Named Plaintiffs
and the Settlement Class*

Koungnum Brown/Tomika Brown on behalf of
Named Plaintiff C.B.

Date: _____

Named Plaintiff Effie Crawley

Date: _____

Named Plaintiff Robert Eishen

DocuSigned by:
Robert Eishen
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Date: 7/5/2024

Named Plaintiff Lisa Eishen

Date: _____

Robert Eishen/Lisa Eishen on behalf of Named Plaintiff A.E.

DocuSigned by:


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Date: 7/5/2024 _____

Named Plaintiff Maria Coates

Date: _____

Named Plaintiff Lisa Eishen

DocuSigned by:
Lisa Eishen
FAD934A02C01401...

Date: 7/9/2024

Robert Eishen/Lisa Eishen on behalf of Named Plaintiff A.E.

DocuSigned by:
Lisa Eishen
FAD934A02C01401...

Date: 7/9/2024

Named Plaintiff Maria Coates

Date: _____

Named Plaintiff Lisa Eishen

Date: _____

Robert Eishen/Lisa Eishen on behalf of Named Plaintiff A.E.

Date: _____

Named Plaintiff Maria Coates

DocuSigned by:

C78760547A87429...

Date: 7/5/2024

Defendant Gopher Resource, LLC



Livingston Haskell

Its: SVP and General Counsel

Date: July 3, 2024

Defendant Envirofocus Technologies, LLC



Livingston Haskell

Its: SVP and General Counsel

Date: July 3, 2024

Defendant ECP Gopher Holdings, LP

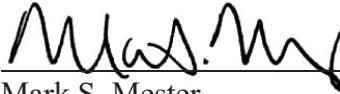


Livingston Haskell

Its: Authorized Signatory

Date: July 3, 2024

Approved as to form:
LATHAM & WATKINS LLP



Mark S. Mester

330 North Wabash Avenue, Suite 2800

Chicago, Illinois 60611

Telephone: (312) 876-7700

Facsimile: (312) 993-9767

Email: mark.mester@lw.com

Counsel for Defendants

SIDLEY AUSTIN LLP

Richard W. Smith

1501 K. Street, N.W.

Washington, D.C. 20005

Telephone: (202) 736-8000

Facsimile: (202) 736-8711

Email: rwsmith@sidley.com

Counsel for Gopher and EFT

EXHIBIT 1

Your claim must be postmarked or submitted online by: [Month Day], 2024

Gopher Facility Settlement
c/o Settlement Administrator
[Address]
1-[xxx-xxx-xxxx]
www.GopherSettlement.com

GFS

Gopher Facility Settlement Claim Form – For All Claimants

Brown, et al. v. Gopher Resource, LLC, et al.,

Case No. 21-CA-004493 (13th Judicial Circuit, Hillsborough County, Fla.)

You can submit this form by mail to Gopher Facility Settlement, c/o Settlement Administrator, [address], or you can file claims online at www.GopherSettlement.com. The deadline to submit or postmark a claim is [Month Day], 2024.

Please read the Class Notice (available at www.GopherSettlement.com) regarding the Settlement before filling out this form. Terms in this Claim Form are defined in the Class Notice and/or the Settlement Agreement, both of which are available at the Settlement Website (www.GopherSettlement.com), or by calling 1-[xxx-xxx-xxxx].

Complete this Claim Form if you are a Settlement Class Member or are filling this Claim Form out on behalf of a Settlement Class Member.

Documents You Must Provide: To be eligible to receive a settlement payment, you must submit the following documents by [Month Day], 2024.

- You must submit this completed and signed Claim Form with all applicable blanks completed.
- If you are filling out this Claim Form on behalf of a Settlement Class Member as a Proposed Next Friend you must submit documents sufficient to show your relationship with the Settlement Class Member, as detailed in **Appendix A**.
- All Settlement Class Members must submit the requisite documents to establish his, her or their membership in the Settlement Class, as detailed in **Appendix B**.
- All Settlement Class Members who claim personal injury must submit the requisite documents related to the answers they give in Section VII regarding his, her or their medical history, as detailed in **Appendix C**.
- All Settlement Class Members who claim property damage must submit the requisite documents related to the answers they give in Section VIII regarding his, her or their property damage, as detailed in **Appendix D**.

I. SETTLEMENT CLASS MEMBER INFORMATION

Enter only the Settlement Class Member’s information in this Section I. Each person must fill out his or her own Claim Form, except as provided herein. If you are filling out the Claim Form on behalf of a Settlement Class Member who is a Minor, Deceased Person or Legally Incapacitated or Incompetent Individual (“LII”), enter the information of the Settlement Class Member here. **Do not** enter **your** information here. Your information must be entered in Section II.

Name	First	M.I.	Last	Suffix
Date of Birth	_____/_____/_____			

Questions? Call toll-free 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

Date of Death (if applicable)	_____ / _____ / _____	
Social Security Number, Taxpayer ID or Foreign ID Number (if not U.S. Citizen)		
Current Mailing Address	Address Line 1	
	Address Line 2	
	City	
	State/Province	
	Postal Code	Country
Telephone Number		
Email Address		

II. PROPOSED NEXT FRIEND, PERSONAL REPRESENTATIVE OR GUARDIAN INFORMATION
(Fill out this section only if you are submitting this form on behalf of a Settlement Class Member who is a Minor, a Deceased Person or an LII.)

Relationship to Settlement Class Member Attach documents proving that you have the relationship to, or the legal appointment for, the Settlement Class Member in the box(es) you check. Please refer to Appendix A to determine what documents qualify as adequate proof.	Check all that apply		
	<input type="checkbox"/> Spouse	<input type="checkbox"/> Parent	<input type="checkbox"/> Stepparent
	<input type="checkbox"/> Adult Child		<input type="checkbox"/> Adult Sibling
	<input type="checkbox"/> Grandparent	<input type="checkbox"/> Adult Aunt	<input type="checkbox"/> Adult Uncle
	<input type="checkbox"/> Legal Guardian or other court-appointed representative		
	<input type="checkbox"/> Estate Administrator		
	<input type="checkbox"/> Other (specify): _____		

Name	First	M.I.	Last	Suffix
-------------	-------	------	------	--------

Date of Birth	_____ / _____ / _____
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Social Security Number, Taxpayer ID or Foreign ID Number (if not U.S. Citizen)	
---	--

Current Mailing Address	Address Line 1	
	Address Line 2	
	City	
	State/Province	
	Postal Code	Country

Telephone Number	
-------------------------	--

Email Address	
----------------------	--

III. ATTORNEY INFORMATION

If applicable, include information for the attorney for the Settlement Class Member in this Section III.

Attorney Name	First	M.I.	Last	Suffix
Law Firm Name				
Law Firm Mailing Address	Address Line 1			
	Address Line 2			
	City			
	State/Province			
	Postal Code	Country		
Attorney Telephone Number				
Attorney Email Address				

IV. SETTLEMENT CLASS MEMBERSHIP INFORMATION

Fill out the portion(s) of this section that are applicable to the Settlement Class Member. Attach documents proving that you are a Settlement Class Member. Please refer to Appendix B to determine what documents qualify as adequate proof.

If you worked at the Eagan Facility as an employee and/or as a contractor or an employee of a contractor from January 1, 2000 to [Preliminary Approval Date] AND/OR if you worked at the Tampa Facility as an employee and/or as a contractor or an employee of a contractor from January 1, 2006 to [Preliminary Approval Date], complete Parts (A)(1) and (A)(2) of this Section IV and then go to Section V. Do not complete Parts (A)(3), (B) or (C) of this Section IV.

If you are a spouse, partner, minor child or other family member who resided with an individual who worked at the Eagan Facility as an employee and/or as a contractor or an employee of a contractor from January 1, 2000 to [Preliminary Approval Date] during the period of employment or within four (4) years thereafter, up to [Preliminary Approval Date], AND/OR if you are a spouse, partner, minor child or other family member who resided with an individual who worked at the Tampa Facility as an employee and/or as a contractor or an employee of a contractor from January 1, 2006 to [Preliminary Approval Date] during the period of employment or within four (4) years thereafter, up to [Preliminary Approval Date], complete Parts (A)(1), (A)(2) and (A)(3) of this Section IV and then go to Section V. Do not complete Parts (B) or (C) of this Section IV.

(A)(1) The Settlement Class Member is/was a:

Employee Contractor Employee of a Contractor

OR

Spouse/Partner Minor Child Other Family Member

Questions? Call toll-free 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

of a

Employee Contractor Employee of a Contractor

(A)(2) Worker Information: Fill out the Worker Information below for the Settlement Class Member or the worker who lived with the Settlement Class Member, whichever is applicable. If the Settlement Class Member or worker who lived with the Settlement Class Member worked at the Eagan Facility, list all employer(s) and role(s) that person had at the Eagan Facility from January 1, 2000 to [Preliminary Approval Date]. If the Settlement Class Member or worker who lived with the Settlement Class Member worked at the Tampa Facility, list all employer(s) and role(s) that person had at the Tampa Facility from January 1, 2006 to [Preliminary Approval Date]. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Worker Name:

Employer 1	Title 1	Facility (Tampa/Eagan)	Start Date 1	End Date 1
Employer 2 (if applicable)	Title 2	Facility (Tampa/Eagan)	Start Date 2	End Date 2
Employer 3 (if applicable)	Title 3	Facility (Tampa/Eagan)	Start Date 3	End Date 3
Employer 4 (if applicable)	Title 4	Facility (Tampa/Eagan)	Start Date 4	End Date 4

(A)(3) Residency Information: Fill out the Residency Information below for the time period(s) that the Settlement Class Member lived with the employee, contractor or employee of a contractor who worked at the Eagan Facility and/or Tampa Facility. If the Settlement Class Member lived with an employee, contractor or employee of a contractor who worked at the Eagan Facility, list all time period(s) that the Settlement Class Member lived with that person from January 1, 2000 to [Preliminary Approval Date]. If the Settlement Class Member lived with an employee, contractor or employee of a contractor who worked at the Tampa Facility, list all time period(s) that the Settlement Class Member lived with that person from January 1, 2006 to [Preliminary Approval Date]. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Date you moved into a residence with the worker	Date you moved out of a residence with the worker
---	---

First address at which you lived with the worker	Address Line 1	
	Address Line 2	
	City	
	State/Province	
	Postal Code	Country

Date you moved into second residence with the worker (if applicable)	Date you moved out of second residence with the worker (if applicable)
--	--

Second address at	Address Line 1
--------------------------	----------------

which you lived with the worker (if applicable)	Address Line 2	
	City	
	State/Province	
	Postal Code	Country
Date you moved into third residence with the worker (if applicable)		Date you moved out of third residence with the worker (if applicable)

Third address at which you lived with the worker (if applicable)	Address Line 1	
	Address Line 2	
	City	
	State/Province	
	Postal Code	Country

(B) If you resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date] AND/OR if you resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], complete Parts (B)(1) and (B)(2)(i), (ii) and/or (iii).

(B)(1) The Settlement Class Member is/was a (select one):

Resident Student Worker

(B)(2)(i) Resident Information: Fill out the Resident Information below for the Settlement Class Member if the Settlement Class Member resided within one (1) mile of the stack of the Eagan Facility or Tampa Facility. If the Settlement Class Member resided within one (1) mile of the stack of the Eagan Facility, list all residence(s) and year(s) of residency for those residence(s) that were within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date]. If the Settlement Class Member resided within one (1) mile of the stack of the Tampa Facility, list all residence(s) and year(s) of residency for those residence(s) that were within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date].

Address 1	City 1	State 1	Postal Code 1	Start Date 1	End Date 1
Address 2 (if applicable)	City 2	State 2	Postal Code 2	Start Date 2	End Date 2
Address 3 (if applicable)	City 3	State 3	Postal Code 3	Start Date 3	End Date 3
Address 4 (if applicable)	City 4	State 4	Postal Code 4	Start Date 4	End Date 4

(B)(2)(ii) Student Information: Fill out the Student Information below for the Settlement Class Member if the Settlement Class Member attended school within one (1) mile of the stack of the Eagan Facility or Tampa Facility. If the Settlement Class Member attended a school within one (1) mile of the stack of the Eagan Facility, list all school(s) and year(s) of attendance for those school(s) that were within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date]. If the Settlement Class Member attended a school within one (1) mile of the stack of the Tampa Facility, list all school(s) and year(s)

of attendance for those school(s) that were within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date].

School Name 1					
School Address 1	City 1	State 1	Postal Code 1	Start Date 1	End Date 1
School Name 2 (if applicable)					
School Address 2	City 2	State 2	Postal Code 2	Start Date 2	End Date 2

(B)(2)(iii) Proximate Worker Information: Fill out the Proximate Worker Information below for the Settlement Class Member who worked within one (1) mile of the stack of the Eagan Facility or Tampa Facility. If the Settlement Class Member worked within one (1) mile of the stack of the Eagan Facility, list all employer(s) and year(s) of employment for those role(s) that were within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date]. If the Settlement Class Member worked within one (1) mile of the stack of the Tampa Facility, list all employer(s) and year(s) of employment for those role(s) that were within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date].

Employer 1				Avg. # of days worked within one (1) mile of the Eagan or Tampa stack:	
Employer Address 1	City 1	State 1	Postal Code 1	Start Date 1	End Date 1
Employer 2 (if applicable)				Avg. # of days worked within one (1) mile of the Eagan or Tampa stack:	
Employer Address 2	City 2	State 2	Postal Code 2	Start Date 2	End Date 2
Employer 3 (if applicable)				Avg. # of days worked within one (1) mile of the Eagan or Tampa stack:	
Employer Address 3	City 3	State 3	Postal Code 3	Start Date 3	End Date 3
Employer 4 (if applicable)				Avg. # of days worked within one (1) mile of the Eagan or Tampa stack:	
Employer Address 4	City 4	State 4	Postal Code 4	Start Date 4	End Date 4

(C) If you are or were a plaintiff in any lawsuits against Defendants alleging personal or bodily injury or exposure claims that were pending as of the [Preliminary Approval Date], complete Part (C)(1) of this Section IV and then go to Section V.

(C)(1) Pending Litigation Information: Fill out the Pending Litigation Information below for the Settlement Class Member if the Settlement Class Member has already filed a lawsuit against the Defendants alleging personal or bodily injury or exposure claims.

Case Name	
Case Number	Case Court

V. MEDICARE, MEDICAID AND OTHER LIEN INFORMATION

As set forth in Section XV of the Settlement Agreement, the Lien Resolution Administrator and Settlement Administrator, with oversight by the Special Master, are administering the process for the identification, verification and satisfaction of Liens that may be withheld or asserted against your Final Monetary Award, if you are awarded one. If you, the Lien Resolution Administrator or the Settlement Administrator identifies a

Enrollment date: _____
(month/date/year)

B. Medicaid

1. If the Settlement Class Member is currently enrolled in a state Medicaid program, provide the following information. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Medical ID Number:

State of issuance:

Enrollment date: _____
(month/date/year)

2. If the Settlement Class Member has been enrolled in any other state Medicaid program at any time, provide the following information. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Medical ID Number:

State of issuance:

Enrollment date: _____
(month/date/year)

C. Department of Veterans Affairs, TRICARE, or Indian Health Service

Check any of the following federal healthcare programs that the Settlement Class Member has enrolled in or has been entitled to receive benefits from at any time. If you check any of the programs below, provide the required information about each program. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Department of Veterans Affairs healthcare or prescription drug benefits

Claim Number:

Enrollment dates: _____ to _____
(month/date/year) (month/date/year)

Branch:

Sponsor:

Sponsor SSN:

_____|_____|_____

Treating Facility:

TRICARE healthcare or prescription benefits

Claim Number:

Enrollment dates: _____ / _____ / _____ to _____ / _____ / _____
(month/date/year) (month/date/year)

Branch:

Sponsor:

Sponsor SSN:

_____|_____|_____

Treating Facility:

Indian Health Service healthcare or prescription drug benefits

Claim Number:

Enrollment dates: _____ / _____ / _____ to _____ / _____ / _____
(month/date/year) (month/date/year)

Sponsor:

Sponsor SSN:

_____|_____|_____

Tribes:

Treating Facility:

--

D. Other Governmental Payor

If at any time the Settlement Class Member was entitled to receive medical items, services and/or prescription drugs from any federal, state or other governmental body, agency, department, plan, program or entity that administers, funds, pays, contracts for or provides medical items, services and/or prescription drugs not previously listed above, provide the following information. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Name of Plan / Entity:

--

Policyholder Name:

--

Policy Number:

--

Medical Condition Covered by Plan/Entity:

--

E. Private Healthcare Insurance

If the Settlement Class Member has received medical treatment potentially related to exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances from the Eagan Facility and/or Tampa Facility that was covered by a private healthcare insurance plan or other form of payment, provide the following information for every such plan or entity. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Name of Plan / Entity:

--

Policyholder Name:

--

Policy Number:

--

Medical Condition Covered by Plan/Entity:

--

F. Home Insurance

If the Settlement Class Member has received real property remediation, repairs or insurance payouts related to exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances from the Eagan Facility and/or Tampa Facility that was covered by a home insurance plan or other form of payment, provide the following information for every such plan or entity. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Name of Plan / Entity:

Policyholder Name:

Policy Number:

Property Type Covered by Plan/Entity:

G. Auto Insurance

If the Settlement Class Member has received auto replacement, repairs or insurance payouts related to exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances from the Eagan Facility and/or Tampa Facility that was covered by an auto insurance plan or other form of payment, provide the following information for every such plan or entity. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

Name of Plan / Entity:

Policyholder Name:

Policy Number:

Automobile Make/Model Covered by Plan/Entity:

H. Other Lien Information

Identify any known Lien of any nature whatsoever not identified above. Such a lien may include, without limitation, any mortgage, lien, pledge, charge, security interest or legal encumbrance held by any person or entity (such as an attorney, child support agency, federal or state tax agency or judgment creditor), where that person or entity may be legally entitled to a share of any Final Monetary Award that you may receive. If you have more than one such Lien, please use the space provided in Section IX or attach additional page(s).

You must also attach to this Claim Form a copy of the letter, form or writing from such person or entity informing you of this Lien.

Name of Lienholder:

Amount of Lien: \$ _____

Contact information for Lienholder: _____

Nature of Lien: _____

VI. RELEVANT MEDICAL HISTORY

All Settlement Class Members must complete this Section VI. Attach documents reflecting your relevant medical history. Please refer to Appendix C to determine what documents qualify as adequate proof.

(A)(1) Symptoms. Are you currently experiencing, or have you ever experienced, any of the following symptoms and/or medical conditions? **Circle all that apply and identify the date of onset and date the symptom and/or medical condition subsided** (or “present” if it has not yet subsided). **Check the box** in the rightmost column to indicate whether you believe the corresponding symptom / condition was caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances from the Eagan Facility and/or Tampa Facility.

Symptom / Condition	Date of Onset (if applicable)	Date Resolved (if applicable)	Do You Believe Condition was Caused by Eagan Facility and/or Tampa Facility?
High blood pressure			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Joint and/or muscle pain			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Difficulties with memory or concentration			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Other cognitive issues			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Frequent headaches			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Abdominal pain			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Digestive and/or gastrointestinal issues			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Dermal/skin conditions			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Hair loss			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know

Lung, liver, and/or kidney related conditions			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Mood disorders			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Post-traumatic stress disorder (PTSD)			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
In men, reduced sperm count and/or abnormal sperm			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
In women, miscarriage, stillbirth, premature birth and/or other fertility issues			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Heart related conditions, including heart attack			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Cancer, including lung cancer and blood cancer of any kind			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
Any other serious disease, illness and/or condition. Specify: _____ _____ _____ _____ _____ _____			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know

(A)(2) Workers' Compensation. Have you ever filed a workers' compensation claim related to any of the above symptoms and/or conditions?

Yes **No**

If you answered yes, please describe the claim(s), including the date the claim(s) was/were submitted and the nature of the claim(s):

(A)(3) Family History. Have any of your parents, grandparents, or siblings experienced any of the above symptoms and/or medical conditions?

Yes **No** **Don't Know**

If you answered yes, please identify the relevant family member, the symptoms or conditions and explain your answer, including whether the family member experienced the symptom and/or condition in the past, is currently experiencing the symptom and/or condition now, or both:

(A)(4) Medical Care/Records. Are you currently experiencing, or have you ever experienced, any medical symptom and/or conditions for which you did not seek any medical care, or that would otherwise not be reflected in your medical records? This includes physical as well as non-physical (e.g., mental or emotional) symptoms and/or conditions.

Yes **No**

If you answered yes, please explain:

(A)(5) Alcohol / Tobacco Use. Have you ever consistently (i.e., more than occasionally) smoked, chewed or otherwise used tobacco and/or any tobacco products, including vaping or any vaping products?

Yes **No**

Do you abstain from drinking alcohol?

Yes **No**

(A)(6) Lead Testing/Screening. Have you ever undergone any blood-lead level testing?

Yes **No** **Don't Know**

If you answered yes, please explain the nature and results of any such testing and provide the dates of that testing:

(A)(7) Other Metal Testing/Screening. Have you ever undergone any testing and/or screening for any other metals and/or substances, including arsenic, beryllium, cadmium, chromium, mercury and/or sulfur dioxide?

Yes No Don't Know

If you answered yes, please explain the nature and results of any such testing, which metal and/or substance you were tested for and provide the dates of that testing:

(A)(8) Medical Diagnoses and Lead. Have you ever received any medical advice or any medical diagnosis that any medical symptoms and/or conditions you have experienced, or are experiencing, may be related to lead exposure?

Yes No Don't Know

(A)(9) Medical Diagnoses and Other Metals. Have you ever received any medical advice or any medical diagnosis that any medical symptoms and/or conditions you have experienced, or are experiencing, may be related to exposure to any other metal or substance, including arsenic, beryllium, cadmium, chromium, mercury and/or sulfur dioxide?

Yes No Don't Know

(A)(10). Work Impact. Have you ever missed work or been unable to work due to any symptoms, conditions and/or diagnoses that you believe are linked to lead exposure or to exposure to any other metal or substance, including arsenic, beryllium, cadmium, chromium, mercury and/or sulfur dioxide?

Yes No Don't Know

If you answered yes, please explain:

VII. RELEVANT EXPOSURE HISTORY

All Settlement Class Members must complete this Section VII.

(A)(1) Lead Paint. Are you aware if there was or is any lead paint in use at your current residence, or at any prior residence where you have lived?

Yes **No** **Don't Know**

(A)(2) Dated Buildings. To your knowledge, do you live or have you ever lived in or regularly visit (once a week or more) any house or building built before 1978?

Yes **No** **Don't Know**

If you answered yes, what time period did you live in such a building: _____ to _____

(A)(3) Hobbies/Activities. Have you ever regularly participated, or do you currently participate, in any of the following hobbies and/or activities? Circle all that apply.

Yes **No**

- | | |
|---|---|
| <ul style="list-style-type: none">• Bronze casting• Ceramics• Copper enameling• Electronics repair• Glassblowing• Home renovation, including construction or repair• Jewelry making• Liquor distillation | <ul style="list-style-type: none">• Copper enameling• Print making and other fine arts• Stained glass work• Shooting, hunting, or casting ammunition• Welding• Refurnishing furniture• Automotive repairs• Metal forging |
|---|---|

VIII. PROPERTY DAMAGE

Do you believe your property was damaged by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances from the Tampa Facility and/or Eagan Facility?

Yes If you answered Yes, fill out the questions in this Section VIII **and** attach documents reflecting your interest in the property and relevant property damage. Please refer to Appendix D to determine what documents qualify as adequate proof. Then go to Section X. If additional space is needed, please use the space provided in Section IX or attach additional page(s).

No If you answered No, go to Section X.

(A)(1) Property Damaged. Describe with specificity what property of the Settlement Class Member that you believe was damaged by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances from the Tampa Facility or Eagan Facility.

(A)(2) Nature of Damage. Describe how the Settlement Class Member's property identified above was damaged.

(A)(3) Cost of Damage. What is the total cost of the damage to the Settlement Class Member's property that you believe was caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances from the Tampa Facility or Eagan Facility? If you listed multiple pieces of property, provide a separate response for each.

\$ _____

(A)(4) Prior Remediation. Has the property been repaired or replaced already?

Yes **No**

If you answered yes, who or which entity paid for the repair or replacement? _____

IX. ADDITIONAL INFORMATION

If you need additional space to answer any question or questions in this Claim Form, please use the space provided below:

performance of their functions and duties pursuant to the Settlement Agreement; (2) by the Lien Resolution Administrator and/or Settlement Administrator for use and/or disclosure to the holders of any liens, claims or rights of subrogation, indemnity, reimbursement, conditional or other payments or interests of any type, including all Governmental Payors (such as the Medicare Program, any state Medicaid Program, the Department of Veterans Affairs, Tricare, Indian Health Services and their respective contractors), Medicare Part C or Part D Programs, private health care providers, health plans and health insurers and any contractors or recovery agents of the foregoing persons and entities (collectively, “Lienholders”), for the purpose of identifying and resolving any potential Liens in connection with any Final Monetary Award that the Settlement Class Member may receive; and (3) by the Lienholders for disclosure to the Lien Resolution Administrator, Settlement Administrator and Settlement Planning Administrator for the purpose of identifying and resolving any potential Liens in connection with any Final Monetary Award that Settlement Class Member may receive.

Authorization

By signing this Claim Form, I acknowledge and understand all of the following:

1. I have the right to revoke this authorization at any time. If I wish to revoke the authorization, I must do so in writing and must provide my written revocation to the Settlement Administrator. The written revocation must be signed and dated. The revocation will not apply to any disclosures that already have been made in reliance on this authorization prior to the date upon which the Settlement Administrator receives my written revocation.
2. My authorization of the disclosure of the subject Settlement Class Member’s Protected Health Information is voluntary, which means I can refuse to sign this portion of the Claim Form. I do not need to sign this Claim Form to obtain health treatment from any medical provider or to enroll in or be eligible for any health plan benefits. However, I recognize that if I do not sign this Claim Form and submit it to the Settlement Administrator, my Claim will be incomplete under the terms of the Settlement Agreement and will not be processed.
3. Any Protected Health Information or other information released to the Settlement Administrator, Settlement Planning Administrator, Special Master, Master GAL, GAL Panel, Lien Resolution Administrator, the Court, Settlement Class Counsel and/or Defense Counsel (which, in turn, may share the Protected Health Information with Defendants’ Insurers, agents, attorneys and experts) may be subject to re-disclosure by such person/entity, and may no longer be protected by applicable federal and state privacy laws. Each of those persons and entities, however, is permitted to use and disclose your information only in accordance with this Claim Form, the Settlement Agreement, a contract executed pursuant to the Settlement Agreement, orders of the Court, and/or applicable law.
4. My Protected Health Information may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (“AIDS”), or human immunodeficiency virus (“HIV”), behavioral or mental health services and treatment for alcohol and drug abuse.
5. This HIPAA authorization is valid from the date of my signature on this Claim Form below until the date that the Settlement Administrator performs the last act to process the claim for a Final Monetary Award that I submitted with this Claim Form.
6. I have a right to receive and retain a copy of this Claim Form.

7. Any photostatic copy of this Claim Form shall have the same authority as the original, and may be substituted in its place.

IF YOU ARE FILLING OUT THIS CLAIM FORM ON BEHALF OF A SETTLEMENT CLASS MEMBER, READ AND SIGN HERE:

I have received notice of the Settlement, and I submit this Claim Form under the terms of the Settlement and agree to the HIPAA Authorization. I submit to the jurisdiction of the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida with regard to the Settlement Class Member's claim and for purposes of enforcing the release of the Settlement Class Member's claims. I acknowledge that all claims are subject to investigation, and any false claims may be subject to legal action.

I certify under penalty of perjury that I am 18 years of age or older, and that all information submitted in support of this Claim, including the information contained within and submitted with this Claim Form, is true, correct, accurate and complete to the best of my knowledge.

Signature of Proposed Next Friend, personal representative or guardian

Date

IF YOU ARE THE SETTLEMENT CLASS MEMBER AND YOU FILLED OUT THIS CLAIM FORM ON YOUR OWN BEHALF, READ, COMPLETE AND SIGN HERE:

I have received notice of the Settlement, and I submit this Claim Form under the terms of the Settlement and agree to the HIPAA Authorization. I acknowledge that under the terms of the Settlement, I am bound by any Court judgment that may be entered in this lawsuit and, upon the Effective Date of the Settlement, will release claims against Defendants and Released Parties as set forth in the Settlement Agreement. I submit to the jurisdiction of the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida with regard to my claim and for purposes of enforcing the release of claims. I acknowledge that all claims are subject to investigation, and any false claims may be subject to legal action.

I certify under penalty of perjury that I am 18 years of age or older, and that all information submitted in support of this Claim, including the information contained within and submitted with this Claim Form, is true, correct, accurate and complete to the best of my knowledge.

Signature of Settlement Class Member

Date

Your claim must be postmarked or submitted online by: [Month Day], 2024

Gopher Facility Settlement
 c/o Settlement Administrator
 [Address]
 1-[xxx-xxx-xxxx]
www.GopherSettlement.com

GFS

Appendix A – Supporting Documentation For Authority To Represent Claimant As Next Friend, Personal Representative Or Guardian

Acceptable forms of documentation for Section II.

Relationship to Settlement Class Member	Reason for Representation	Required Documents
Spouse	LII spouse	Court Order showing your appointment as legal guardian of your spouse.
Spouse	Death of spouse	A. Court documentation showing your appointment as representative for your spouse’s estate; OR B. If an estate has not been opened, you will be required to obtain the appropriate estate documentation prior to payment of the award. For now, submit the death certificate of the Deceased Person.
Parent	LII adult child	Court Order showing your appointment as legal guardian of your adult child.
Parent	Death of child	A. Court documentation showing your appointment as representative for your child’s estate; OR B. If an estate has not been opened, you will be required to obtain the appropriate estate documentation prior to payment of any award. For now, submit the death certificate of the Deceased Person.
Parent	Minor child	A. Birth certificate for your child listing you as parent; OR B. Adoption certificate showing you adopting Minor child.
Stepparent	Minor child	A. Court Order showing your appointment as legal guardian of Minor child; OR B. Adoption certificate showing you adopting Minor stepchild; OR C. Tax Return showing the Minor as your dependent; OR D. Marriage license showing spousal relationship; AND birth certificate for child listing a parent named in marriage license.
Grandparent	LII adult grandchild	Court Order showing your appointment as legal guardian of your adult grandchild.
Grandparent	Death of grandchild	A. Court documentation showing your appointment as representative for your grandchild’s estate; OR B. If an estate has not been opened, you will be required to obtain the appropriate estate documentation prior to payment of any award. For now, submit the death certificate of the Deceased Person.

Questions? Call toll-free 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

Relationship to Settlement Class Member	Reason for Representation	Required Documents
Grandparent	Minor grandchild	A. Court Order showing your appointment as legal guardian for your Minor grandchild; OR B. Tax Return showing your Minor grandchild as your dependent; OR C. Birth certificate for the parent of the Minor grandchild, listing grandparent; AND D. Birth certificate for grandchild listing parent named above or adoption certificate showing parent named above adopting Minor grandchild.
Adult Child	LII parent	Court Order showing your appointment as legal guardian of your parent.
Adult Child	Death of parent	A. Court documentation showing your appointment as representative for your parent's estate; OR B. If an estate has not been opened, you will be required to obtain the appropriate estate documentation prior to payment of any award. For now, submit the death certificate of the Deceased Person.
Adult Sibling	LII adult sibling	Court Order showing your appointment as legal guardian of your adult sibling.
Adult Sibling	Death of sibling	A. Court documentation showing your appointment as representative for your sibling's estate; OR B. If an estate has not been opened, you will be required to obtain the appropriate estate documentation prior to payment of any award. For now, submit the death certificate of the Deceased Person.
Adult Sibling	Minor sibling	A. Court Order showing your appointment as the legal guardian for your Minor sibling; OR B. Adoption certificate showing you adopting your Minor sibling; OR C. Tax Return showing your Minor sibling as your dependent; OR D. Your birth certificate; AND birth certificate of your Minor sibling listing the same parent or adoption certificate showing the same parent adopting Minor sibling.
Adult Aunt or Uncle	LII adult niece/nephew	Court Order showing your appointment as legal guardian of your adult niece/nephew.
Adult Aunt or Uncle	Death of niece/nephew	A. Court documentation showing your appointment as representative for your niece/nephew's estate; OR B. If an estate has not been opened, you will be required to obtain the appropriate estate documentation prior to payment of any award. For now, submit the death certificate of the Deceased Person.

Relationship to Settlement Class Member	Reason for Representation	Required Documents
Adult Aunt or Uncle	Minor niece/nephew	<p>A. Court documentation showing your appointment as legal guardian for your Minor niece/nephew; OR</p> <p>B. An adoption certificate showing you adopting your Minor niece/nephew; OR</p> <p>C. Tax return showing your Minor niece/nephew as your dependent; OR</p> <p>D. Your birth certificate; AND your sibling's birth certificate or death certificate listing at least one common parent; AND birth certificate for your niece/nephew listing your sibling as his, her or their parent, or adoption certificate showing your sibling adopting Minor niece/nephew.</p>
Legal Guardian or other court-appointed representative	Incapacity or death of adult or Minor Settlement Class Member	Court documentation showing your appointment as guardian/representative for Settlement Class Member.
Estate Administrator	Death of adult or Minor Settlement Class Member	Court documentation showing your appointment as representative for the estate of Settlement Class Member.
Other	Please describe:	Any documentation to support your relationship to the Settlement Class Member. If none of the above descriptions or documents apply, please describe the basis for your relationship to the Settlement Class Member and provide the best documentation you have available to support that relationship. The Settlement Administrator will follow up with you if necessary after its review of the documentation provided.

Your claim must be postmarked or submitted online by: [Month Day], 2024

Gopher Facility Settlement
 c/o Settlement Administrator
 [Address]
 1-[xxx-xxx-xxxx]
www.GopherSettlement.com

GFS

Appendix B – Supporting Documentation To Validate Membership In Settlement Class

Acceptable forms of documentation for Section IV.

Purported Settlement Class Member Status	Required Documents
Employee at Eagan Facility	Copy of any document showing proof of employment at the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted: <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter • Tax return(s) • W2
Employee at Tampa Facility	Copy of any document showing proof of employment at the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted: <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter • Tax return(s) • W2
Contractor at Eagan Facility	Copy of any document showing proof of status as a contractor at the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted: <ul style="list-style-type: none"> • Pay stub(s) • Contractor verification or retention letter • Form 1099
Contractor at Tampa Facility	Copy of any document showing proof of status as a contractor at the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted: <ul style="list-style-type: none"> • Pay stub(s) • Contractor verification or retention letter • Form 1099

Purported Settlement Class Member Status	Required Documents
Employee of a Contractor at Eagan Facility	<p>Copy of any document showing proof of employment for a contractor during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter • Tax return(s) • Form 1099 • W2 <p>AND</p> <p>Any document showing proof that said contractor provided service to the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date].</p>
Employee of a Contractor at Tampa Facility	<p>Copy of any document showing proof of employment for a contractor during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter • Tax return(s) • Form 1099 • W2 <p>AND</p> <p>Any document showing proof that said contractor provided service to the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date].</p>

Purported Settlement Class Member Status	Required Documents
<p>Spouse/Partner of individual who worked at Eagan Facility and who resided with any such worker</p>	<p>Copy of any document showing proof of your spouse/partner’s position at the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of your spouse/partner and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>Copy of any document showing proof of your relationship to your spouse/partner (e.g., a marriage certificate). If you have since divorced, you must provide proof of your divorce.</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your family member who worked at the Eagan Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2000 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your spouse/partner’s position at the Eagan Facility).</p>

Purported Settlement Class Member Status	Required Documents
<p>Spouse/Partner of individual who worked at Tampa Facility and who resided with any such worker</p>	<p>Copy of any document showing proof of your spouse/partner’s position at the Eagan Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of your spouse/partner and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>Copy of any document showing proof of your relationship to your spouse/partner (e.g., a marriage certificate). If you have since divorced, you must provide proof of your divorce.</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your family member who worked at the Tampa Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2006 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your spouse/partner’s position at the Tampa Facility).</p>

Purported Settlement Class Member Status	Required Documents
<p>Minor Child of individual who worked at Eagan Facility and who resided with any such worker</p>	<p>Copy of any document showing proof of your parent’s position at the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of your parent and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>Copy of any document showing proof of your relationship to your parent (e.g., birth certificate or adoption certificate).</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your family member who worked at the Eagan Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2000 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your parent’s position at the Eagan Facility).</p>

Purported Settlement Class Member Status	Required Documents
<p>Minor Child of individual who worked at Tampa Facility and who resided with any such worker</p>	<p>Copy of any document showing proof of your parent’s position at the Eagan Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of your parent and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>Copy of any document showing proof of your relationship to your parent (e.g., birth certificate or adoption certificate).</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your family member who worked at the Tampa Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2006 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your parent’s position at the Tampa Facility).</p>

Purported Settlement Class Member Status	Required Documents
<p>Minor stepchild of individual who worked at Eagan Facility</p>	<p>Copy of any document showing proof of your stepparent’s position at the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of your stepparent and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>Copy of any of the documents listed below showing proof of your relationship to your stepparent:</p> <p>A. Court Order showing your appointment as legal guardian of Minor child; OR B. Adoption certificate showing you adopting Minor stepchild; OR C. Tax Return showing the Minor as your dependent; OR D. Marriage license showing spousal relationship; AND birth certificate for child listing a parent named in marriage license.</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your stepparent who worked at the Eagan Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2000 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your stepparent’s position at the Eagan Facility).</p>

Purported Settlement Class Member Status	Required Documents
<p>Minor stepchild of individual who worked at Tampa Facility</p>	<p>Copy of any document showing proof of your stepparent’s position at the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of your stepparent and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>Copy of any of the documents listed below showing proof of your relationship to your stepparent:</p> <p>E. Court Order showing your appointment as legal guardian of Minor child; OR F. Adoption certificate showing you adopting Minor stepchild; OR G. Tax Return showing the Minor as your dependent; OR H. Marriage license showing spousal relationship; AND birth certificate for child listing a parent named in marriage license.</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your stepparent who worked at the Tampa Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2006 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your stepparent’s position at the Tampa Facility).</p>

Purported Settlement Class Member Status	Required Documents
<p>Other family member of individual who worked at Eagan Facility and who resided with any such worker</p>	<p>Copy of any document showing proof of your family member’s position at the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of your family member and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>A written explanation of your familial connection to the individual who worked at the Eagan Facility and the time period(s) and address(es) at which you lived with that individual. This can be written in Section IX or written in a separate document attached to this form.</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your family member who worked at the Eagan Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2000 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your family member’s position at the Eagan Facility).</p>

Purported Settlement Class Member Status	Required Documents
<p>Other family member of individual who worked at Tampa Facility and who resided with any such worker</p>	<p>Copy of any document showing proof of your family member’s position at the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of your family member and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter or contractor verification or retention letter • Tax return(s) • W2 or Form 1099 <p>AND</p> <p>A written explanation of your familial connection to the individual who worked at the Eagan Facility and the time period(s) and address(es) at which you lived with that individual. This can be written in Section IX or written in a separate document attached to this form.</p> <p>AND</p> <p>Copy of any document(s) showing proof that you (the Settlement Class Member) resided with your family member who worked at the Tampa Facility at the same time during his, her or their period of employment or within four (4) years thereafter, up to [Preliminary Approval Date] (e.g., a piece of mail addressed to you and dated during the period of January 1, 2006 to [Preliminary Approval Date], provided the date on the piece of mail is within four (4) years of the document showing proof of your family member’s position at the Tampa Facility).</p>
<p>Individual who resided within one (1) mile of the stack of the Eagan Facility</p>	<p>Copy of any document showing proof of residency within one (1) mile of the stack of the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted if it is sufficient to show proof during the entire time period:</p> <ul style="list-style-type: none"> • Utility bill(s) • Deed • Housing contract • Mortgage statement • Lease • Property or income tax statement(s)

Purported Settlement Class Member Status	Required Documents
Individual who resided within one (1) mile of the stack of the Tampa Facility	<p>Copy of any document showing proof of residency within one (1) mile of the stack of the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted if it is sufficient to show proof during the entire time period:</p> <ul style="list-style-type: none"> • Utility bill(s) • Deed • Housing contract • Mortgage statement • Lease • Property or income tax statement(s)
Individual who attended school within one (1) mile of the stack of the Eagan Facility	<p>Copy of any document showing proof of school attendance within one (1) mile of the stack of the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted if it is sufficient to show proof during the entire time period:</p> <ul style="list-style-type: none"> • Report card(s) or transcript(s) • School registration document(s)
Individual who attended school within one (1) mile of the stack of the Tampa Facility	<p>Copy of any document showing proof of school attendance within one (1) mile of the stack of the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted if it is sufficient to show proof during the entire time period:</p> <ul style="list-style-type: none"> • Report card(s) or transcript(s) • School registration document(s)
Individual who worked within one (1) mile of the stack of the Eagan Facility	<p>Copy of any document showing proof of employment within one (1) mile of the stack of the Eagan Facility during the period of January 1, 2000 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2000 through [Preliminary Approval Date] – only one document needs to be submitted if it is sufficient to show proof during the entire time period:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter • Tax return(s) • W2

Purported Settlement Class Member Status	Required Documents
Individual who worked within one (1) mile of the stack of the Tampa Facility	<p>Copy of any document showing proof of employment within one (1) mile of the stack of the Tampa Facility during the period of January 1, 2006 to [Preliminary Approval Date]. The documentation must be in the name of Settlement Class Member and dated during the time period from January 1, 2006 through [Preliminary Approval Date] – only one document needs to be submitted if it is sufficient to show proof during the entire time period:</p> <ul style="list-style-type: none"> • Pay stub(s) • Employment verification letter • Tax return(s) • W2

**Your claim must be
postmarked or
submitted online by:
[Month Day], 2024**

Gopher Facility Settlement
c/o Settlement Administrator
[Address]
1-[xxx-xxx-xxxx]
www.GopherSettlement.com

GFS

Appendix C – Supporting Documentation For Medical History

Acceptable forms of documentation for Section VI.

Required Documents
(A)(1): If you listed any condition in Question (A)(1) in Section VI above, please submit a medical report and/or record reflecting the same.
(A)(2): If you answered “yes” to Question (A)(2) in Section VI above, please submit a copy of your claim and documentation reflecting a denial or payment of your claim.
(A)(6): If you answered “yes” to Question (A)(6) in Section VI above, please provide copies of all such records reflecting your blood lead level testing results.
(A)(7): If you answered “yes” to Question (A)(7) in Section VI above, please provide copies of all such records reflecting your testing results.

Your claim must be
postmarked or
submitted online by:
[Month Day], 2024

Gopher Facility Settlement
c/o Settlement Administrator
[Address]
1-[xxx-xxx-xxxx]
www.GopherSettlement.com

GFS

Appendix D – Supporting Documentation For Property Damage

Acceptable forms of documentation for Section VIII.

Required Documents
<p>(A)(1) and (A)(2): If you listed any property damage in Questions (A)(1) and (A)(2) in Section VIII above, please submit evidence of the damage, such as:</p> <ul style="list-style-type: none">• Itemized receipt of payment for repair of the property• Itemized estimate of the cost of repair of the property• Photographs of the damage
<p>(A)(3): If you listed any damage amount in Question (A)(3) in Section VIII above, please submit documents evidencing the cost of the damage, such as:</p> <ul style="list-style-type: none">• Itemized receipt of payment for repair of the property• Itemized estimate of the cost of repair of the property• A statement listing date of purchase, purchase price, market value of the property as of date of damage, and salvage value where repair is not economical
<p>(A)(1), (A)(2), and (A)(3): If you listed any property damage in in Section VIII above, please submit evidence of ownership of the property, such as:</p> <ul style="list-style-type: none">• Mortgage statements• Car loan• Deed• Vehicle registration documents• Property tax receipts• Title document• Auto or homeowners insurance documents

EXHIBIT 2

This is a class action notice regarding secondary lead smelting facilities at 6505 Jewel Avenue, Tampa, Florida 33619 (the “Tampa Facility”) and 685 Yankee Doodle Road, Eagan, Minnesota 55121 (the “Eagan Facility”).

If you worked at the Tampa Facility as an employee or as a contractor or employee of a contractor from January 1, 2006 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement.

If you are the spouse, partner, minor child or family member of an individual who worked at the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], and you resided with that individual during his, her or their period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

If you lived within, attended a school within or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], you may be entitled to a monetary award or other relief from a proposed class action settlement agreement.

If you worked at the Eagan Facility as an employee or as a contractor or employee of a contractor from January 1, 2000 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement.

If you are the spouse, partner, minor child or family member of an individual who worked at the Eagan Facility from January 1, 2000 to [Preliminary Approval Date], and you resided with that individual during his, her or their period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

If you lived within, attended a school within or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date], you may be entitled to a monetary award or other relief from a proposed class action settlement agreement.

Esta Notificación de arreglo colectivo está disponible en español.

Visite el siguiente sitio web: www.GopherSettlement.com.

A state court authorized this Notice. It is not a solicitation from a lawyer.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a Settlement Class Member, the only way to seek a payment and other relief is to submit a Claim Form and Supporting Documentation. Claim Forms must be submitted online or postmarked by [Month Day], 2024.
EXCLUDE YOURSELF (OPT OUT)	To be excluded from the Settlement, Requests for Exclusion must be postmarked or submitted online by [Month Day], 2024. You will receive no monetary award or other relief. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
OBJECT OR COMMENT	Write to the Court about why you do not like the Settlement. The deadline to file an objection with the Court is [Month Day], 2024. If you object, you must also serve your objection, including all papers or evidence in support thereof, by mail or hand delivery, upon the Settlement Administrator, Settlement Class Counsel and Defense Counsel, at the addresses listed at www.GopherSettlement.com. The Fairness Hearing is currently scheduled to be held on [Month Day], 2025 at __ [a.m./p.m.]
GO TO A HEARING	Ask to speak in Court about why you do not support the proposed Settlement or any of its provisions. The Fairness Hearing is currently scheduled to be held on [Month Day], 2025 at __ [a.m./p.m.]
DO NOTHING NOW	If you do nothing now, you will be bound by the terms of the Settlement Agreement, and you will agree to broadly release Defendants and related parties from any and all claims on or prior to [Preliminary Approval Date] arising from or relating to the Tampa Facility, the Egan Facility and/or the alleged exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals,

	contaminants or toxic or hazardous substances, as stated with greater specificity in the Settlement Agreement available at www.GopherSettlement.com .
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These rights and options -- **and the deadlines to exercise them** -- are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made under the Settlement Agreement if the Court approves the Settlement and after any appeals are resolved. Please be patient.

QUESTIONS? Read on, visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx].

WHAT THIS NOTICE CONTAINS

Page

BASIC INFORMATION	6
1. Why did I receive a notice?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
WHO IS IN THE SETTLEMENT	7
5. How do I know if I am part of the Settlement?	
6. I am still not sure if I am included.	
THE SETTLEMENT BENEFITS -- WHAT YOU GET	7
7. How can I get a payment?	
8. When would I get my cash payment?	
9. What am I giving up to stay in the Settlement Class?	
MINORS, DECEASED PERSONS AND LEGALLY INCAPACITATED SETTLEMENT CLASS MEMBERS	10
10. What if a Settlement Class Member is a minor, deceased or legally incapacitated?	
11. What are the Next Friend's roles and responsibilities?	
12. What if the Proposed Next Friend does not submit the necessary information and proofs?	
13. How does a Proposed Next Friend seek reconsideration of an Adverse Minor, Deceased Person or LII Notice?	
14. How does a Proposed Next Friend appeal an Adverse Minor, Deceased Person or LII Notice?	
EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)	12
15. How do I get out of the Settlement?	
16. If I do not exclude myself, can I sue Defendants for the same thing later?	
17. If I exclude myself, can I get money from the Settlement?	
18. If I exclude myself, can I object to the Settlement?	
19. If I do not submit a Request for Exclusion by [Month Day], 2024, can I still exclude myself?	
THE LAWYERS REPRESENTING YOU	13
20. Do I have a lawyer in the case?	

- 21. How will the lawyers be paid?
- 22. How do I tell the Court that I do not like the Settlement?
- 23. What is the difference between objecting and excluding (opting out)?
- 24. If I do not submit an objection by [Month Day], 2024 or I do not properly file and serve it, can I still object to the Settlement?

THE COURT’S FAIRNESS HEARING.....16

- 25. When and where will the Court decide whether to approve the Settlement?
- 26. Do I have to attend the hearing?
- 27. May I speak at the hearing?

IF YOU DO NOTHING.....16

- 28. What happens if I do nothing at all?

GETTING MORE INFORMATION.....16

- 29. Are there more details about the Settlement?
- 30. How do I get more information?

BASIC INFORMATION

1. Why did I receive a notice?

This notice has been approved by the Court and summarizes the proposed Settlement in a lawsuit against Gopher Resource, LLC (“Gopher”); Envirofocus Technologies, LLC (“Envirofocus”); and ECP Gopher Holdings, LP (“Gopher Holdings”); (collectively, “Defendants”), and each of their respective affiliates. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at www.GopherSettlement.com. Judge Nash of the Circuit Court of the Thirteenth Judicial Circuit of Florida is overseeing this class action. The lawsuit is known as Brown, et al. v. Gopher Resource, LLC, et al., Case No. 21-CA-004493 (13th Judicial Circuit, Hillsborough County, Fla.).

2. What is this lawsuit about?

The lawsuit claims that Defendants failed to provide a reasonably safe workplace at the Tampa Facility and the Eagan Facility, to provide appropriate decontamination to the employees and workers at the Tampa Facility and the Eagan Facility and/or to adequately control emissions that emanate from the Tampa Facility. In the lawsuit, the Named Plaintiffs and Settlement Class Members claim that they have been exposed to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances in, around or from the Tampa Facility or Eagan Facility and suffered foreseeable injuries, including bodily injury and personal injury.

Defendants deny all of the allegations in the lawsuit. Defendants deny that they have caused anyone harm and in particular deny that there is any evidence of harmful exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances within one mile of the stack of the Tampa Facility and the Eagan Facility. Nonetheless, through this Settlement, Defendants have agreed to a claims process to permit Settlement Class Members who nonetheless believe that they may have been impacted as result of the operations of the Tampa Facility and/or Eagan Facility, to have a fair, efficient and effective means of having their claims evaluated and adjudicated. If approved by the Court, the Settlement resolves the case and provides a process under which Settlement Class Members who do not exclude themselves can make a Claim and potentially receive a Final Monetary Award.

3. What is a class action?

In a class action lawsuit, one or more people called named plaintiffs sue on behalf of other people who have similar claims. The people together are a class or class members. The companies they sue are called the defendants. One court resolves the issues for everyone in the class, except for those people who choose to exclude themselves, or opt out, of the class.

4. Why is there a Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendants. Instead, Plaintiffs and Defendants agreed to a Settlement. The Named Plaintiffs and Class Counsel believe the proposed Settlement confers substantial benefits on the Settlement Class and have determined that the Settlement is in the best interest of the Settlement Class and represents a fair, reasonable and adequate resolution of the lawsuit.

Defendants deny the claims in the lawsuit; deny all allegations of wrongdoing, fault, liability or damage to the Named Plaintiffs and the Settlement Class; and deny that they acted improperly or wrongfully in any way. They nevertheless recognize the expense and time that would be required to defend the lawsuit through trial and have taken this into account in agreeing to this Settlement.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Court decided that everyone who fits into one of the following descriptions and does not fall under the exclusions below is a Settlement Class Member:

- (1) *All individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to [Preliminary Approval Date] and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four years thereafter, up to [Preliminary Approval Date] as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date] (the “Worker and Family Member Subclass”);*
- (2) *All individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date] (the “Eagan Neighbors Subclass”);*
- (3) *All individuals who resided within, attended a school within or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date] (the “Tampa Neighbors Subclass”).*

In addition to the individuals above, all plaintiffs in the Related Litigation as well as all plaintiffs in any other lawsuits against Defendants alleging personal or bodily injury or exposure claims that are pending as of [Preliminary Approval Date] are deemed members of the Settlement Class. Excluded from the Settlement Class are: (1) Defendants and their respective subsidiaries, affiliates, directors and members; (2) Settlement Class Counsel; (3) Defense Counsel; (4) the judges who have presided over this lawsuit or related lawsuits, including any other personal injury or bodily injury cases against any of the Defendants; (4) local, municipal, state and federal governmental agencies; and (5) all persons or entities who have timely elected to become Opt-Outs from the Settlement Class in accordance with the Court’s orders.

6. I am still not sure if I am included.

If you are still unsure whether you are included, you can call or email the Settlement Administrator at 1-[xxx-xxx-xxxx] or info@[GopherSettlement.com].

THE SETTLEMENT BENEFITS -- WHAT YOU GET

7. How can I get a payment?

The proposed Settlement creates a Cash Fund. Defendants will cause to be paid up to \$30 million into the Cash Fund. The proposed Settlement also assigns to Named Plaintiffs and the Settlement Class an

interest in claims against Defendants' respective Insurance Policies (as specified in the Settlement Agreement, available at www.GopherSettlement.com). The proceeds from pursuing those policies will also be paid into the Cash Fund. The Cash Fund will be used to pay the costs of a Special Master to adjudicate the Claims of Settlement Class Members, Notice and Administrative Costs, Lien Resolution Administrator Costs, GAL and LII Costs, Settlement Planning Administration Costs, the costs of a Monitor to supervise the Tampa Facility and the Eagan Facility for a period of three years, approved Attorneys' Fees and Expenses and Plaintiffs' Incentive Awards and other costs and expenses associated with administering the Settlement. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

The pursuit of the Insurance Claims will be the responsibility of the Named Plaintiffs, who will pursue the Insurance Claims on behalf of the Settlement Class. Defendants agree to pay or reimburse up to \$5 million of reasonable, necessary and commercially prudent fees and costs to pursue the Insurance Claims.

If you are a Settlement Class Member who wishes to seek monetary relief under the Settlement Agreement, you must submit a Claim Form, along with Supporting Documentation, as specified below and on the Claim Form:

- (1) All members of the Worker and Family Subclass must identify and provide (i) his, her or their status as an employee, contractor or employee of a contractor at the Tampa Facility and/or the Eagan Facility or as a spouse, partner, minor child or other family member who resided with any such worker; (ii) when he, she or they worked at the Tampa Facility and/or the Eagan Facility or when their spouse, partner, parent or other family member worked at either facility; (iii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from either facility; and (iv) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.
- (2) All members of the Eagan Neighbors Subclass must identify and provide (i) his, her or their status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (ii) when (including duration) he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (iii) where he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility, including the relevant street address; (iv) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Eagan Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.
- (3) All members of the Tampa Neighbors Subclass must identify and provide (i) his, her or their status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (ii) when (including duration) he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (iii) where he, she or they resided within, attended a school within or

worked within one (1) mile of the stack of the Tampa Facility, including the relevant street address; (iv) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Tampa Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

- (4) All members of the Settlement Class who are not part of any Settlement Subclass must identify and provide (i) the case name, case number and court name of the of the case against any of the Defendants that is pending as of [Preliminary Approval Date] in which he, she or they is a plaintiff and allege or have alleged personal or bodily injury or exposure claims ; (ii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the either facility; and (iii) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

The Claim Form is available at www.GopherSettlement.com and can be submitted by mail to *Gopher Settlement*, c/o Angeion Group, [mailing address] or online at www.GopherSettlement.com. If you have any questions about how to file a claim, call 1-[xxx-xxx-xxxx] or email info@GopherSettlement.com.

The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness and completeness. A Court-appointed Special Master will then review the valid, timely and complete Claim Forms and Supporting Documentation. The Special Master will issue an Initial Monetary Award (if any) for each Claimant. Should you wish to challenge your Initial Monetary Award, you must file an objection with the Court within ninety (90) days of such award being made. The other Parties (including Defendants) may also challenge your Initial Monetary Award. Once any such challenges have concluded, you may be issued a Final Monetary Award totaling the amount of monetary relief that you are entitled to recover under the Settlement, and the Final Monetary Awards will be paid proportionally from the funds available in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

8. When would I get my cash payment?

The Court will hold a hearing on [Month Day], 2025 at __ [a.m./p.m.] to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

9. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue or be part of any other lawsuit against Gopher, Envirofocus or Gopher Holdings 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. If you sign the Claim Form (or if you sign the release contained within the Favorable Minor, Deceased Person or LII Notice on behalf of a Settlement Class Member, as discussed in the next section), you will agree to a Release of claims which describes exactly the legal claims that you

give up if you get Settlement benefits. The Release is defined and detailed in the Settlement Agreement, which is available at www.GopherResource.com.

MINORS, DECEASED PERSONS AND LEGALLY INCAPACITATED OR INCOMPETENT INDIVIDUALS SETTLEMENT CLASS MEMBERS

10. What if a Settlement Class Member is a minor, deceased or legally incapacitated or incompetent individual?

If a Settlement Class Member is a Minor, a Deceased Person or a legally incapacitated or incompetent individual (“LII”), an individual who represents the interests of the Settlement Class Member (“Proposed Next Friend” and once approved by the Settlement Administrator under the terms of the Settlement Agreement, a “Next Friend”) can submit a Claim on behalf of the Settlement Class Member. To do so, the Proposed Next Friend must identify himself, herself or themselves as such on the Claim Form and provide proof of his, her or their relationship with the Minor, Deceased Person or LII, as explained in further detail in the Claim Form. The deadline for a Proposed Next Friend to submit a Claim on behalf of a Minor, Deceased Person or LII is the same as for all other Settlement Class Members to submit a Claim: [Month Day], 2024.

The Settlement Administrator shall review the Claim Forms submitted by Proposed Next Friends to determine whether the Proposed Next Friend has submitted the information and proofs necessary to demonstrate that they meet the requirements to act as a Next Friend for a Minor, Deceased Person or LII.

11. What are the Next Friend’s roles and responsibilities?

If the Settlement Administrator determines that the Proposed Next Friend has submitted the information and proofs necessary to demonstrate that they meet the requirements to act as a Next Friend for a Minor, Deceased Person or LII and the Minor, Deceased Person or LII is eligible to participate as a Claimant in the Settlement, the Settlement Administrator will send the Proposed Next Friend a Favorable Minor, Deceased Person or LII Notice.

The Proposed Next Friend must accept or reject the terms stated in the Favorable Notice within fifteen (15) days of receipt. If the Proposed Next Friend accepts the Favorable Notice, he, she or they must sign a release on behalf of the Minor, Deceased Person or LII. If the Proposed Next Friend fails to timely accept or reject the Favorable Notice, the Settlement Administrator shall send a second notice informing the Proposed Next Friend that the terms stated in the Favorable Notice must be accepted or rejected within fifteen (15) days of receipt. If, after the second notice, the Proposed Next Friend fails to accept or reject the Favorable Notice, the Notice will be presumed to be rejected by the Proposed Next Friend.

The Favorable Notice also requires the Next Friend of a Minor or LII to choose among three options for distribution of a Final Monetary Award, in the event the Minor or LII receives a Final Monetary Award. Specifically, the Next Friend must decide whether the Minor or LII will receive the Final Monetary Award: (i) as a payment into a Special Needs Trust; (ii) as payment into a Settlement Preservation Trust; or (iii) as payment of a Structured Settlement. For information on these options, visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx].

The Court shall appoint a guardian ad litem (“Master GAL”) who shall review Final Monetary Awards issued to Minors, Deceased Persons and LIIs to determine whether the Final Monetary Award is fair, reasonable, adequate and in the best interests of a particular Minor, Deceased Person or LII. The Master GAL shall also review the option for payment selected by the Next Friend of the Minor or LII to determine whether the option is fair, reasonable, adequate and in the best interests of a particular Minor or LII.

12. What if the Proposed Next Friend does not submit the necessary information and proofs?

If the Settlement Administrator determines that the Proposed Next Friend has not submitted the information and proofs necessary to demonstrate that they meet the requirements to act as a Next Friend for a Minor, Deceased Person or LII, the Settlement Administrator shall send the Proposed Next Friend an Adverse Minor, Deceased Person or LII Notice. A Proposed Next Friend may seek reconsideration of or an appeal of an Adverse Minor, Deceased Person or LII Notice.

13. How does a Proposed Next Friend seek reconsideration of an Adverse Minor, Deceased Person or LII Notice?

To request for reconsideration of an Adverse Minor, Deceased Person or LII Notice, the Proposed Next Friend must submit a letter to the Settlement Administrator of no more than five (5) pages setting forth the Proposed Next Friend’s grounds for reconsideration, in addition to any applicable proof supporting those contentions and anything else requested by the Settlement Administrator. The Settlement Administrator shall create a reconsideration request form to allow Proposed Next Friends to set forth such grounds for reconsideration and to submit additional proof. A request for reconsideration must be submitted to the Settlement Website (www.GopherSettlement.com) or by mail to *Gopher Settlement*, c/o Angeion Group, [mailing address] and must be submitted no later than thirty (30) days after the date of the Adverse Minor, Deceased Person or LII Notice. All requests for reconsideration shall be signed by the Proposed Next Friend or his, her or their counsel.

Within twenty-one (21) days after receipt of the request for reconsideration and additional proof, the Settlement Administrator shall issue a reconsideration notice to the Proposed Next Friend with a copy to Settlement Class Counsel or the Proposed Next Friend’s counsel. The reconsideration notice shall inform the Proposed Next Friend of the Settlement Administrator’s decision on the request for reconsideration.

Once the deadline to submit a request for reconsideration has lapsed, or upon issuance of the reconsideration notice responding to a timely request for reconsideration, the Settlement Administrator’s determination with respect to the Proposed Next Friend will be final, unless the Proposed Next Friend submits an appeal to the Special Master.

14. How does a Proposed Next Friend appeal an Adverse Minor, Deceased Person or LII Notice?

Any Proposed Next Friend who submits a timely request for reconsideration of an Adverse Minor, Deceased Person or LII Notice may appeal the Settlement Administrator’s reconsideration notice to the Special Master. Any Proposed Next Friend taking such an appeal will be charged a fee of one hundred and seventy-five dollars (\$175) by the Settlement Administrator that must be paid before the

appeal may proceed, which fee shall be refunded if the appeal is successful. If the appeal is unsuccessful, the fee will be paid into the Cash Fund.

Each appeal shall consist of a letter from the Proposed Next Friend or his, her or their counsel to the Special Master setting forth the basis for the appeal and the requested remedy, subject to the attestations in the Claim Form. When deciding an appeal, the Special Master shall consider whether, based upon the letter, and the Proposed Next Friend's proofs made available to the Settlement Administrator, there is clear and convincing evidence that the Settlement Administrator's decisions regarding the Proposed Next Friend are in error. Unless the Special Master determines that clear and convincing evidence exists that the Settlement Administrator's decisions regarding the Proposed Next Friend are erroneous, he shall affirm the Settlement Administrator's reconsideration notice with respect to the Proposed Next Friend.

All appeals must be in the form of a letter submitted through the Settlement Website (www.GopherSettlement.com) or by mail to *Gopher Settlement*, c/o Angeion Group, [mailing address] within twenty (20) days after the Settlement Administrator issues its reconsideration notice with respect to the request for reconsideration of the Adverse Minor, Deceased Person or LII Notice. The Special Master shall issue his or her determinations with respect to each appeal within twenty-one (21) days of its receipt by the Settlement Administrator. To the extent required, the twenty-one (21) day deadline may be extended by the Special Master.

The Special Master shall decide each timely appeal in a writing submitted to the Settlement Administrator. The Special Master's determination with respect to all appeals shall be final, binding and non-appealable by any means. Once the Special Master has decided an appeal, the Settlement Administrator shall abide by that decision in all respects concerning all Final Monetary Awards, if any, to the Minor, Deceased Person or LII Claimant due under this Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you do not want to participate in this Settlement, but you want to keep the right to sue or continue to sue Gopher, Envirofocus or Gopher Holdings on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or opting out of the Settlement Class.

If you exclude yourself, you must do so with respect to all claims covered by this Settlement Agreement. You may not exclude yourself with respect to some but not all of these claims. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Defendants (including any that you have already initiated in any proceeding), even if you do not file a Claim. For more information on how to exclude yourself, object or file a claim, visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx].

15. How do I get out of the Settlement?

A Settlement Class Member who wishes to opt out of the Settlement Class must do so on or before [Month Day], 2024. To opt out, a Settlement Class Member must inform the Settlement Administrator in writing that he or she wishes to be excluded from the Settlement Class and must send that request to the Settlement Administrator by U.S. Mail, post-marked no later than the [Month Day], 2024 or submit the request online through the claims portal no later than [Month Day], 2024. The Request for Exclusion must be personally signed by the Settlement Class Member requesting exclusion or the Settlement Class Member's personal representative or guardian (as opposed to counsel) and contain the Settlement Class Member's name, address, telephone number and a statement that indicates a

desire to be excluded from the Settlement Class. A Settlement Class Member may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs shall not be allowed.

Requests for Exclusion submitted by mail must be mailed to:

Class Action Opt-Outs
ATTN: *Gopher Settlement*
ADDRESS
ADDRESS

16. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you will be bound by the Final Order and Judgment, and you give up the right to sue Gopher, Envirofocus or Gopher Holdings for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

17. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a cash payment or other relief. But you may sue, continue to sue or be part of a different lawsuit against Gopher, Envirofocus or Gopher Holdings.

18. If I exclude myself, can I object to the Settlement?

No. A Settlement Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

19. If I do not submit a Request for Exclusion by [Month Day], 2024, can I still exclude myself?

No. Any member of the Settlement Class who fails to submit a timely and complete Request for Exclusion shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the case?

The Court has appointed Michael J. Fuller, Jr., of Farrell & Fuller Law to represent you as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for Attorneys' Fees and Expenses up to 33.3% of the final aggregate amount of the Cash Fund (after all reimbursements or adjustments have been applied), the reasonable costs and expenses of Settlement Class Counsel, not to exceed \$600,000, and a payment of \$10,000 for each of the Named Plaintiffs. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid from the Cash Fund. The costs to administer the Settlement will also be paid from the Cash Fund. Settlement Class Counsel's Motion for Attorneys' Fees and Expenses and Plaintiffs' Incentive Awards will be available on the www.GopherSettlement.com once it has been filed.

Settlement Class Counsel's fees shall be allocated as follows, subject to approval by the Court: Settlement Class Counsel shall be paid a Settlement Class Counsel assessment of 8.3% of the final aggregate amount of the Cash Fund (after all reimbursements or adjustments have been applied). Any counsel other than Settlement Class Counsel retained by a particular Claimant in connection with his, her or their Claim may then take a fee of up to 25% of the actual recovery of that Claimant who is that counsel's respective client. If particular Claimants do not have counsel other than Settlement Class Counsel retained by those Claimants in connection with their Claims, then Settlement Class Counsel may take an additional fee of up to 25% of the actual recoveries of those Claimants.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

22. How do I tell the Court that I do not like the Settlement?

Any Settlement Class Member who intends to object must do so on or before the [Month Day], 2024. In order to object, the Settlement Class Member must file the objection with the Court on or before the [Month Day], 2024, in addition to serving the Settlement Class Member's objection, including all papers or evidence in support thereof, by mail or hand delivery upon the Settlement Administrator, Settlement Class Counsel and Defense Counsel, at the addresses listed below. The objection must provide the following:

- a. the Settlement Class Member's printed name, address, and telephone number;
- b. whether the Settlement Class Member is represented by counsel and, if so, contact information for his or her counsel;
- c. evidence showing that the objector is a Settlement Class Member;
- d. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class or to the entire Settlement Class, and state with specificity the grounds for each objection;
- e. any other supporting papers, materials or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection;
- f. the actual written or electronic signature of the Settlement Class Member making the objection and, if the Settlement Class Member is represented by counsel, the actual written or electronic signature of such counsel; and
- g. a statement on whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Fairness Hearing.

A Settlement Class Member must file a notice of objection, including any request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defense Counsel, at the addresses set forth below, no later than [Month Day], 2024.

Clerk of the Court	Class Counsel	Defense Counsel
Clerk of the Court Circuit Court for Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, Civil Division 800 E. Twiggs Street Tampa, Florida 33602	Michael J. Fuller, Jr. Farrell & Fuller Law 270 Munoz Rivera Avenue Suite 201 San Juan, Puerto Rico 00918	Mark S. Mester Robin M. Hulshizer Robert C. Collins III Latham & Watkins LLP 330 North Wabash Avenue Suite 2800 Chicago, Illinois 60611 Joseph H. Varner, III Brian S. Goldenberg Holland & Knight LLP 100 North Tampa Street Suite 4100 Tampa, Florida 33602 Richard W. Smith Sidley Austin LLP 1501 K. Street, N.W. Washington, D.C. 20005

Any Settlement Class Member who does not properly or timely file his, her or their objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Fairness Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

23. What is the difference between objecting and excluding (opting out)?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

24. If I do not submit an objection by [Month Day], 2024 or I do not properly file and serve it, can I still object to the Settlement?

No. Any Settlement Class Member who does not properly or timely file his or her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Fairness Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

25. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on [Month Day], 2025 at __ [a.m./p.m.] in Courtroom [] at the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, 800 E. Twiggs Street, Tampa, Florida 33602 or by remote means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and award Named Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. **You should check the website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement**

26. Do I have to attend the hearing?

No. Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you timely and properly submitted your written objection, along with the required information and documentation set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

27. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must submit a written notice of objection that states your intention to appear at the Fairness Hearing, either with or without counsel, as outlined above. Be sure to include your name, address, telephone number and your signature as well as the signature of any attorney representing you, in addition to the other information outlined above. Your written notice of objection indicating your intention to appear must be filed with the Clerk of the Court, and served by mail or hand delivery upon one of the Class Counsel and Defense Counsel, at the addresses set forth on Page [] above, no later than [Month Day], 2024. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

28. What happens if I do nothing at all?

By doing nothing and not excluding yourself from the Settlement Class now, you will give up your right to be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Gopher, Envirofocus or Gopher Holdings about the legal issues in this case ever again. You will be bound by the judgment of the Court should it approve this Settlement Agreement.

GETTING MORE INFORMATION

29. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other important case documents at www.GopherSettlement.com or by calling 1-[xxx-xxx-xxxx].

30. How do I get more information?

You can call toll-free 1-[xxx-xxx-xxxx], email info@GopherSettlement.com or visit www.GopherSettlement.com, where you will be able to find the Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Incentive Awards, the Settlement Agreement and other important documents related to the Settlement. **You should check the website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement.**

You may also contact the attorneys appointed by the Court to serve as Settlement Class Counsel:

Michael J. Fuller, Jr.
Farrell & Fuller Law
270 Munoz Rivera Avenue, Suite 201
San Juan, Puerto Rico 00918
Telephone: (939) 293-8244

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT 3

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION**

KOUNGNUM BROWN;
TOMIKA BROWN; C.B., a Minor, by and
through his Parents and Natural Guardians,
Koungnum Brown and Tomika Brown; EFFIE
CRAWLEY; ROBERT EISHEN; LISA
EISHEN; A.E., a Minor, by and through her
Parents and Natural Guardians, Robert Eishen
and Lisa Eishen; and MARIA COATES on
behalf of themselves and all other persons
similarly-situated

Case No. 2021-CA-004494

Class Representation

Plaintiffs,

v.

GOPHER RESOURCE, LLC;
ENVIROFOCUS TECHNOLOGIES, LLC and
ECP GOPHER HOLDINGS, LP,

Defendants.

_____ /

NOTICE OF CLASS ACTION SETTLEMENT

TO: All individuals who worked at 6505 Jewel Avenue, Tampa, Florida 33619 (the “Tampa Facility”) as employees and/or as contractors or employees of contractors from January 1, 2006 to [Preliminary Approval Date] and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], and all individuals who resided within, attended a school within or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date].

This notice informs you that a proposed Settlement has been reached in a lawsuit against Gopher Resource, LLC (“Gopher”), Envirofocus Technologies, LLC (“Envirofocus”) and ECP Gopher Holdings, LP (“Gopher Holdings”) (collectively, “Defendants”), and each of their respective affiliates. It is alleged in the lawsuit that Defendants failed to provide a reasonably safe workplace at the Tampa Facility, to provide appropriate decontamination to the employees and workers at the Tampa Facility (as well as a facility in Eagan, Minnesota) and/or to adequately control emissions that emanate from the Tampa Facility. In the lawsuit, the Named Plaintiffs and Settlement Class Members claim that they have been exposed to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances in, around or from the Tampa Facility and suffered foreseeable injuries, including bodily injury and personal injury.

Defendants deny all of the allegations in the lawsuit. Defendants deny that they have caused anyone harm and in particular deny that there is any evidence of harmful exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances from the Tampa Facility. Nonetheless, through this Settlement, Defendants have agreed to a claims process to permit Settlement Class Members who nonetheless believe that they may have been impacted as result of the operations of the Tampa Facility, to have a fair, efficient and effective means of having their claims evaluated and adjudicated. If approved by the Court, the Settlement resolves the case and provides a process under which Settlement Class Members who do not exclude themselves can make a Claim and potentially receive a Final Monetary Award.

The proposed Settlement creates a Cash Fund. Defendants will cause to be paid up to \$30 million into the Cash Fund. The proposed Settlement also assigns to Named Plaintiffs and the Settlement Class an interest in claims against certain Insurance Policies (as specified in the Settlement Agreement, available at www.GopherSettlement.com). The proceeds from pursuing those policies will also be paid into the Cash Fund. The Cash Fund will be used to pay the costs of a Special Master to adjudicate the Claims of Settlement Class Members, Notice and Administrative Costs, Lien Resolution Administrator Costs, GAL and LII Costs, Settlement Planning Administration Costs, the costs of a Monitor to supervise the Tampa Facility for a period of three years, approved Attorneys' Fees and Expenses and Incentive Awards and other costs and expenses associated with administering the Settlement. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

You have several choices: (1) submit a Claim Form and Supporting Documentation, (2) object to any of the Settlement terms, (3) exclude yourself from the Settlement or (4) do nothing. You must submit a Claim Form and Supporting Documentation to be eligible for a payment. If you exclude yourself, you will not get a payment, but you will keep your rights to sue Defendants. If you do not exclude yourself and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Defendants (including any that you have already initiated in any proceeding), even if you do not file a Claim. Claim Forms are available from the Settlement Administrator or the website listed below. Claim Forms and any Supporting Documentation are due by [Month Day], 2024, objections are due by [Month Day], 2024, and requests for exclusion are due by [Month Day], 2024. Visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx] for more information about how to file a Claim Form and Supporting Documentation, object or exclude yourself from the Settlement.

The Court has appointed Michael J. Fuller, Jr., of Farrell & Fuller Law (270 Munoz Rivera Ave., Ste. 201, San Juan, Puerto Rico 00918; Telephone: (939) 293-8244) to represent you as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court, located in Tampa, Florida, will hold a Fairness Hearing on [Month Day], 2025 at [a.m./p.m.] (or such other date as set by the Court) to consider whether the Settlement is fair,

reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and what Incentive Awards, if any, to award the Named Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.GopherSettlement.com for updates.

For more information, including the Settlement Agreement, notice forms, Claim Form and Motions for Approval of Attorneys' Fees and Expenses and Incentive Awards, call 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE.

EXHIBIT 4

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION**

KOUNGNUM BROWN;
TOMIKA BROWN; C.B., a Minor, by and through his Parents and Natural Guardians,
Koungnum Brown and Tomika Brown; EFFIE CRAWLEY; ROBERT EISHEN; LISA EISHEN; A.E., a Minor, by and through her Parents and Natural Guardians, Robert Eishen and Lisa Eishen; and MARIA COATES on behalf of themselves and all other persons similarly-situated

Case No. 2021-CA-004494
Class Representation

Plaintiffs,

v.

GOPHER RESOURCE, LLC;
ENVIROFOCUS TECHNOLOGIES, LLC and
ECP GOPHER HOLDINGS, LP,

Defendants.

_____ /

NOTICE OF CLASS ACTION SETTLEMENT

TO: All individuals who worked at 685 Yankee Doodle Road, Eagan, Minnesota 55121 (the “Eagan Facility”) as employees and/or as contractors or employees of contractors from January 1, 2000 to [Preliminary Approval Date] and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], and all individuals that resided within, attended a school within or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date].

This notice informs you that a proposed Settlement has been reached in a lawsuit against Gopher Resource, LLC (“Gopher”), Envirofocus Technologies, LLC (“Envirofocus”) and ECP Gopher Holdings, LP (“Gopher Holdings”) (collectively, “Defendants”), and each of their respective affiliates. The lawsuit claims that the Defendants allegedly failed to provide a reasonably safe workplace at the Eagan Facility, to provide appropriate decontamination to the employees and workers at the Eagan Facility (as well as a facility in Tampa, Florida) and/or to adequately control emissions that could emanate from the Eagan Facility. In the lawsuit, the Named Plaintiffs and Settlement Class Members claim that they have been exposed to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances in, around or from the Eagan Facility and suffered foreseeable injuries, including bodily injury and personal injury

Defendants deny all of the allegations in the lawsuit. Defendants deny that they have caused anyone harm and in particular deny that there is any evidence of harmful exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances from the Eagan Facility. Nonetheless, through this Settlement, Defendants have agreed to a claims process to permit Settlement Class Members who nonetheless believe that they may have been impacted as result of the operations of the Eagan Facility, to have a fair, efficient and effective means of having their claims evaluated and adjudicated. If approved by the Court, the Settlement resolves the case and provides a process under which Settlement Class Members who do not exclude themselves can make a Claim and potentially receive a Final Monetary Award.

The proposed Settlement creates a Cash Fund. Defendants will cause to be paid up to \$30 million into the Cash Fund. The proposed Settlement also assigns to Named Plaintiffs and the Settlement Class an interest in claims against certain Insurance Policies (as specified in the Settlement Agreement, available at www.GopherSettlement.com). The proceeds from pursuing those policies will also be paid into the Cash Fund. The Cash Fund will be used to pay the costs of a Special Master to adjudicate the Claims of Settlement Class Members, Notice and Administrative Costs, Lien Resolution Administrator Costs, GAL and LII Costs, Settlement Planning Administration Costs, the costs of a Monitor to supervise the Eagan Facility for a period of three years, approved Attorneys' Fees and Expenses and Incentive Awards and other costs and expenses associated with administering the Settlement. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

You have several choices: (1) submit a Claim Form and Supporting Documentation, (2) object to any of the Settlement terms, (3) exclude yourself from the Settlement or (4) do nothing. You must submit a Claim Form and Supporting Documentation to be eligible for a payment. If you exclude yourself, you will not get a payment, but you will keep your rights to sue Defendants. If you do not exclude yourself and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Defendants (including any that you have already initiated in any proceeding), even if you do not file a Claim. Claim Forms are available from the Settlement Administrator or the website listed below. Claim Forms and any Supporting Documentation are due by [Month Day], 2024, objections are due by [Month Day], 2024, and requests for exclusion are due by [Month Day], 2024. Visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx] for more information about how to file a Claim Form and Supporting Documentation, object or exclude yourself from the Settlement.

The Court has appointed Michael J. Fuller, Jr., of Farrell & Fuller Law (270 Munoz Rivera Ave., Ste. 201, San Juan, Puerto Rico 00918; Telephone: (939) 293-8244) to represent you as Settlement Class Counsel. You will not be charged for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court, located in Tampa, Florida, will hold a Fairness Hearing on [Month Day], 2025 at [a.m./p.m.] (or such other date as set by the Court) to consider whether the Settlement is fair,

reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and what Incentive Awards, if any, to award the Named Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.GopherSettlement.com for updates.

For more information, including the Settlement Agreement, notice forms, Claim Form and Motions for Approval of Attorneys' Fees and Expenses and Incentive Awards, call 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE.

EXHIBIT 5

From Email: DoNotRely@gophersettlement.com

From: Gopher Secondary Lead Smelting Facilities Settlement Administrator

Subject Line: Gopher Secondary Lead Smelting Facilities Settlement – Legal Notice

Notice ID:

Confirmation Code:

Name:

**LEGAL NOTICE BY ORDER OF THE
CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF
FLORIDA**

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

This is a class action notice regarding secondary lead smelting facilities at 6505 Jewel Avenue, Tampa, Florida 33619 (the “Tampa Facility”) and 685 Yankee Doodle Road, Eagan, Minnesota 55121 (the “Eagan Facility”).

If you worked at the Tampa Facility as an employee or as a contractor or employee of a contractor from January 1, 2006 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement.

If you are the spouse, partner, minor child or family member of an individual who worked at the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], and you resided with that individual during his, her or their period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

If you lived within, attended a school within or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], you may be entitled to a monetary award or other relief from a proposed class action settlement agreement.

If you worked at the Eagan Facility as an employee or as a contractor or employee of a contractor from January 1, 2000 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement.

If you are the spouse, partner, minor child or family member of an individual who worked at the Tampa Facility from January 1, 2000 to [Preliminary Approval Date], and you resided with that individual during his, her or their period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

If you lived within, attended a school within or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date], you may be entitled to a monetary award or other relief from a proposed class action settlement agreement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

www.GopherSettlement.com.

Questions? Call 1-[xxx-xxx-xxxx].

Para ver este aviso en español, visite

www.GopherSettlement.com.

You should check the website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and Subclasses, the scope and terms of the Settlement and the date of the Fairness Hearing for the Court to consider whether to finally approve the Settlement.

What is this notice about? A proposed Settlement has been reached in a lawsuit against Gopher Resource, LLC (“Gopher”), Envirofocus Technologies, LLC (“Envirofocus”) and ECP Gopher Holdings, LP (“Gopher Holdings”) (collectively, “Defendants”), and each of their respective former, current and future affiliates. The lawsuit claims that Defendants failed to provide a reasonably safe workplace at the Tampa Facility and the Eagan Facility, to provide appropriate decontamination to the employees and workers at the Tampa Facility and the Eagan Facility and/or to adequately control emissions that emanate from the Tampa Facility and the Eagan Facility. In the lawsuit, the Named Plaintiffs and Settlement Class Members claim that they have been exposed to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances in, around or from the Tampa Facility and/or the Eagan Facility and suffered foreseeable injuries, including bodily injury and personal injury.

Defendants deny all of the allegations in the lawsuit. Defendants in particular deny that there is any evidence of harmful exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances within one mile of the stack of either the Tampa Facility or the Eagan Facility. Nonetheless, through this Settlement, Defendants have agreed to a claims process to permit Settlement Class Members who nonetheless believe that they may have been impacted as result of the operations of the Tampa Facility and/or Eagan Facility to have a fair, efficient and effective means of having their claims evaluated and adjudicated.

If approved by the Court, the Settlement resolves the case and provides a process under which Settlement Class Members who do not exclude themselves can make a Claim and potentially receive a Final Monetary Award.

Who is included? You may be a Settlement Class Member if you fall into one of the following three categories:

- (1) All individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to [Preliminary Approval Date] and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date] as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to [Preliminary Approval Date] and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any

time within four (4) years thereafter, up to [Preliminary Approval Date] (the “**Worker and Family Member Subclass**”);

- (2) All individuals who resided within, attended a school within or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date] (the “**Eagan Neighbors Subclass**”); or
- (3) All individuals who resided within, attended a school within or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date] (the “**Tampa Neighbors Subclass**”).

In addition to the individuals above, all plaintiffs in the Related Litigation as well as all plaintiffs in any other lawsuits against Defendants alleging personal or bodily injury or exposure claims that are pending as [Preliminary Approval Date] are deemed members of the Settlement Class.

What can I get if I qualify as a potential Settlement Class Member? The proposed Settlement creates a Cash Fund. Defendants will cause to be paid up to \$30 million into the Cash Fund. The proposed Settlement also assigns to Named Plaintiffs and the Settlement Class an interest in claims against Defendants’ respective Insurance Policies (as specified in the Settlement Agreement, available at www.GopherSettlement.com). The proceeds from pursuing those policies will also be paid into the Cash Fund. The Cash Fund will be used to pay the costs of a Special Master to adjudicate the Claims of Settlement Class Members, Notice and Administrative Costs, Lien Resolution Administrator Costs, GAL and LII Costs, Settlement Planning Administration Costs, the costs of a Monitor to supervise the Tampa Facility and the Eagan Facility for a period of three years, approved Attorneys’ Fees and Expenses and Incentive Awards and other costs and expenses associated with administering the Settlement. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual’s Final Monetary Award compared to the Total Adjudicated Claim Award.

The pursuit of the Insurance Claims will be the responsibility of the Named Plaintiffs, who will pursue the Insurance Claims on behalf of the Settlement Class. Defendants agree to pay or reimburse up to \$5 million of reasonable, necessary and commercially prudent fees and costs to pursue the Insurance Claims.

If you are a Settlement Class Member who wishes to seek monetary relief under the Settlement Agreement, you must submit a Claim Form, along with Supporting Documentation, as specified below and on the Claim Form:

- (1) All members of the Worker and Family Subclass and any Settlement Class Member who is not part of a Settlement Subclass must identify and provide (i) his, her or their status as an employee, contractor or employee of a contractor at the Tampa Facility and/or the Eagan Facility or as a spouse, partner, minor child or other family member who resided with any such worker; (ii) when he, she or they worked at the Tampa Facility and/or the Eagan

Facility or when their spouse, partner, parent or other family member worked at either facility; (iii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from either facility; and (iv) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

- (2) All members of the Eagan Neighbors Subclass must identify and provide (i) his, her or their status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (ii) when he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (iii) where he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility, including the relevant street address; (iv) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Eagan Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.
- (3) All members of the Tampa Neighbors Subclass must identify and provide (i) his, her or their status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (ii) when he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (iii) where he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility, including the relevant street address; (iv) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Tampa Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.
- (4) All members of the Settlement Class who are not part of any Settlement Subclass must identify and provide (i) the case name, case number and court name of the of the case against any of the Defendants that is pending as of [Preliminary Approval Date] in which he, she or they is a plaintiff and allege or have alleged personal or bodily injury or exposure claims ; (ii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Tampa Facility; and (iii) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

The Claim Form is available at www.GopherSettlement.com and can be submitted by mail to [Gopher Settlement](#), c/o Angeion Group, [mailing address] or online at www.GopherSettlement.com. If you have any questions about how to file a claim, call 1-[xxx-xxx-xxxx] or email info@GopherSettlement.com.

The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness and completeness. A Court-appointed Special Master will then review the valid, timely and complete Claim Forms and Supporting Documentation. The Special Master will issue an Initial Monetary Award (if any) for each Claimant. Should you wish to challenge your Initial Monetary Award, you must file an objection with the Court within ninety (90) days of such award being made. The other Parties (including Defendants) may also challenge your Initial Monetary Award. Once any such challenges have concluded, you may be issued a Final Monetary Award totaling the amount of monetary relief that you are entitled to recover under the Settlement, and the Final Monetary Awards will be paid proportionally from the funds available in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

What are my options?

- 1. If you (a) worked at the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], (b) resided with a spouse, partner, parent or other family member who worked at the Tampa Facility January 1, 2006 to [Preliminary Approval Date] during their time of employment or within four (4) years thereafter, up to [Preliminary Approval Date] or (c) resided within, attended a school within, or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date] or are otherwise a member of the Settlement Class, the only way to get a payment or other relief is to submit a Claim Form and Supporting Documentation. Claim Forms must be submitted online or postmarked by [Month Day], 2024.**
- 2. If you (a) worked at the Eagan Facility from January 1, 2000 to [Preliminary Approval Date], (b) resided with a spouse, partner, parent or other family member who worked at the Eagan Facility January 1, 2000 to [Preliminary Approval Date] during their time of employment or within four (4) years thereafter, up to [Preliminary Approval Date] or (c) resided within, attended a school within, or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date] or are otherwise a member of the Settlement Class, the only way to get a payment or other relief is to submit a Claim Form and Supporting Documentation. Claim Forms must be submitted online or postmarked by [Month Day], 2024.**
- 3. To be excluded from the Settlement, Requests for Exclusion must be postmarked by [Month Day], 2024. You will receive no monetary award or other relief. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.**
- 4. Write to the Court about why you do not like the Settlement. The deadline to file and serve an objection is [Month Day], 2024. If you object, you must also serve your objection, including all papers or evidence in support thereof, by mail or hand delivery, upon the Settlement Administrator, Settlement Class Counsel and Defense**

Counsel, at the addresses listed at www.GopherSettlement.com. The Fairness Hearing will be held on [Month Day], 2025 at [] [a.m./p.m.]

5. If you do nothing now, you will be bound by the terms of the Settlement Agreement, and you will agree to broadly release Defendants and related parties from any and all claims on or prior to [Preliminary Approval Date] arising from or relating to the Tampa Facility, the Eagan Facility and/or the alleged exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or toxic or hazardous substances, as stated with greater specificity in the Settlement Agreement available at www.GopherSettlement.com.

If you exclude yourself, you must do so with respect to all claims covered by this Settlement Agreement. You may not exclude yourself with respect to some but not all of these claims. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Defendants (including any that you have already initiated in any proceeding), even if you do not file a Claim. For more information on how to exclude yourself, object or file a claim, visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx].

What happens next? The Court, located in Tampa, Florida, will hold a Fairness Hearing on [Month Day], 2025 at [] [a.m./p.m.] (or such other date as set by the Court) to consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and what Incentive Awards, if any, to award the Named Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.GopherSettlement.com for updates.

Who represents me? The Court has appointed Michael J. Fuller, Jr., of Farrell & Fuller Law (270 Munoz Rivera Ave., Ste. 201, San Juan, Puerto Rico 00918; Telephone: (939) 293-8244) to represent you as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including the Settlement Agreement, notice forms, Claim Form and Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Incentive Awards, call 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Unsubscribe

EXHIBIT 6

LEGAL NOTICE BY ORDER OF THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA

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

This is a class action notice regarding secondary lead smelting facilities at 6505 Jewel Avenue, Tampa, Florida 33619 (the “Tampa Facility”) and 685 Yankee Doodle Road, Eagan, Minnesota 55121 (the “Eagan Facility”).

If you worked at the Tampa Facility as an employee or as a contractor or employee of a contractor from January 1, 2006 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement.

If you are the spouse, partner, minor child or family member of an individual who worked at the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], and you resided with that individual during his, her or their period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

If you lived within, attended a school within or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

If you worked at the Eagan Facility as an employee or as a contractor or employee of a contractor from January 1, 2000 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement.

If you are the spouse, partner, minor child or family member of an individual who worked at the Tampa Facility from January 1, 2000 to [Preliminary Approval Date], and you resided with that individual during his, her or their period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

If you lived within, attended a school within or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date], you may be entitled to a monetary award or other relief from a proposed class action settlement agreement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

www.GopherSettlement.com

Questions? Call 1-[xxx-xxx-xxxx].

Para ver este aviso en español, visite

www.GopherSettlement.com

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

<MAILER ID>
<IMB>
<Name>
<Address1>
<Address2>
<City>, <State> <Zip>
<Country>

What is this notice about? A proposed Settlement has been reached in a lawsuit against Gopher Resource, LLC (“Gopher”), Envirofocus Technologies, LLC (“Envirofocus”) and ECP Gopher Holdings, LP (“Gopher Holdings”) (collectively, “Defendants”), and each of their respective affiliates. The lawsuit claims that Defendants failed to provide a reasonably safe workplace at the Tampa Facility and the Eagan Facility, to provide appropriate decontamination to the employees and workers at the Tampa Facility and the Eagan Facility and/or to adequately control emissions that emanate from the Tampa Facility. In the lawsuit, the Named Plaintiffs and Settlement Class Members claim that they have been exposed to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances in, around or from the Tampa Facility or Eagan Facility and suffered foreseeable injuries, including bodily injury and personal injury.

Defendants deny all of the allegations in the lawsuit. Defendants deny that they have caused anyone harm and in particular deny that there is any evidence of harmful exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances within one mile of the stack of the Tampa Facility. Nonetheless, through this Settlement, Defendants have agreed to a claims process to permit Settlement Class Members who nonetheless believe that they may have been impacted as result of the operations of the Tampa Facility and/or Eagan Facility, to have a fair, efficient and effective means of having their claims evaluated and adjudicated. If approved by the Court, the Settlement resolves the case and provides a process under which Settlement Class Members who do not exclude themselves can make a Claim and potentially receive a Final Monetary Award.

Who is included? You may be a Settlement Class Member if you fall into either of the following categories:

- (1) All individuals who worked at the Eagan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to [Preliminary Approval Date] and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date] as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to [Preliminary Approval Date] (the “**Worker and Family Member Subclass**”);
- (2) All individuals who resided within, attended a school within or worked within one mile of the stack of the Tampa Facility from January 1, 2006 to [Preliminary Approval Date] (the “**Tampa Neighbors Subclass**”).

In addition to the individuals above, all plaintiffs in the Related Litigation as well as all plaintiffs in any other lawsuits against Defendants alleging personal or bodily injury or exposure claims that are pending as of [Preliminary Approval Date] are deemed members of the Settlement Class.

What can I get if I qualify as a potential Settlement Class Member? The proposed Settlement creates a Cash Fund. Defendants will cause to be paid up to \$30 million into the Cash Fund. The proposed Settlement also assigns to Named Plaintiffs and the Settlement Class an interest in claims against certain Insurance Policies (as specified in the Settlement Agreement, available at www.GopherSettlement.com). The proceeds from pursuing those policies will also be paid into the Cash Fund. The Cash Fund will be used to pay the costs of a Special Master to adjudicate the Claims of Settlement Class Members, Notice and Administrative Costs, Lien Resolution Administrator Costs, GAL and LII Costs, Settlement Planning Administration Costs, the costs of a Monitor to supervise the Tampa Facility and the Eagan Facility for a period of three years, approved Attorneys’ Fees and Expenses and Incentive Awards and other costs and expenses associated with administering the Settlement. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual’s Final Monetary Award compared to the Total Adjudicated Claim Award. The pursuit of the Insurance Claims will be the responsibility of the Named Plaintiffs, who will pursue the Insurance Claims on behalf of the Settlement Class.

If you are a Settlement Class Member who wishes to seek monetary relief under the Settlement Agreement, you must submit a Claim Form, along with Supporting Documentation, as specified below and on the Claim Form:

- (1) All members of the Worker and Family Subclass must identify and provide (i) his, her or their status as an employee, contractor or employee of a contractor at the Tampa Facility and/or the Eagan Facility or as a spouse, partner, minor child or other family member who resided with any such worker; (ii) when he, she or they worked at the Tampa Facility and/or the Eagan Facility or when their spouse, partner, parent or other family member worked at either facility; (iii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from either facility; and (iv) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim;
- (2) All members of the Tampa Neighbors Subclass must identify and provide (i) his, her or their status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (ii) when he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility; (iii) where he, she or they resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility, including the relevant street address; (iv) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Tampa Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.
- (3) Settlement Class Members who are not part of any Settlement Subclass must identify and provide (i) the case name, case number and court name of the Related Litigation case in which he, she or they is a plaintiff; (ii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Tampa Facility; and (iii) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.
- (4) All members of the Settlement Class who are not part of any Settlement Subclass must identify and provide (i) the case name, case number and court name of the of the case against any of the Defendants that is pending as of [Preliminary Approval Date] in which he, she or they is a plaintiff and allege or have alleged personal or bodily injury or exposure claims ; (ii) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from either facility; and (iii) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating to his, her or their Claim.

The Claim Form is available at www.GopherSettlement.com and can be submitted by mail to *Gopher Settlement, c/o Angeion Group, [mailing address]* or online at www.GopherSettlement.com. If you have any questions about how to file a claim, call 1-[xxx-xxx-xxxx] or email info@GopherSettlement.com.

The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness and completeness. A Special Master, appointed by the Court, will then review the valid, timely, and complete Claim Forms and Supporting Documentation. The Special Master will issue an Initial Monetary Award (if any) for each Claimant. Should you wish to challenge your Initial Monetary Award, you must file an objection with the Court within ninety (90) days of such award being made. The other Parties (including Defendants) may also challenge your Initial Monetary Award. Once any such challenges have concluded, you may be issued a Final Monetary Award totaling the amount of monetary relief that you are entitled to recover under the Settlement, and the Final Monetary Awards will be paid proportionally from the funds available in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

What are my options?

1. If you are a Settlement Class Member, the only way to seek a payment and other relief is to submit a Claim Form and Supporting Documentation. Claim Forms must be submitted online or postmarked by [Month Day], 2024.
2. To be excluded from the Settlement, Requests for Exclusion must be postmarked by [Month Day], 2024. You will receive no monetary award or other relief. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case.
3. Write to the Court about why you do not like the Settlement. The deadline to file and serve an objection is [Month Day], 2024. If you object, you must also serve your objection, including all papers or evidence in support thereof, by mail or hand delivery, upon the Settlement Administrator, Settlement Class Counsel and Defense Counsel, at the addresses listed at www.GopherSettlement.com. The Fairness Hearing is currently scheduled to be held on [Month Day], 2025 at [] [a.m./p.m.]
4. If you do nothing now, you will be bound by the terms of the Settlement Agreement, and you will agree to broadly release Defendants and related parties from any and all claims on or prior to [Preliminary Approval Date] arising from or relating to the Tampa Facility, the Eagan Facility and/or the alleged exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or toxic or hazardous substances, as stated with greater specificity in the Settlement Agreement available at www.GopherSettlement.com.

If you exclude yourself, you must do so with respect to all claims covered by this Settlement Agreement. You may not exclude yourself with respect to some but not all of these claims. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Defendants (including any that you have already initiated in any proceeding), even if you do not file a Claim. For more information on how to exclude yourself, object or file a claim, visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx].

What happens next? The Court, located in Tampa, Florida, will hold a Fairness Hearing on [Month Day], 2025 at [] [a.m./p.m.] (or such other date as set by the Court) to consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and what Incentive Awards, if any, to award the Named Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.GopherSettlement.com for updates.

Who represents me? The Court has appointed Michael J. Fuller, Jr., of Farrell & Fuller Law (270 Munoz Rivera Ave., Ste. 201, San Juan, Puerto Rico 00918; Telephone: (939) 293-8244) to represent you as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including the Settlement Agreement, notice forms, Claim Form and Motions for Approval of Attorneys' Fees and Expenses and Incentive Awards, call 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT 7

LEGAL NOTICE BY ORDER OF THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA

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

This is a class action notice regarding a secondary lead smelting facility at 685 Yankee Doodle Road, Eagan, Minnesota 55121 (the “Eagan Facility”).

If you lived within, attended a school within or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date], you may be entitled to a monetary award and other relief from a proposed class action settlement agreement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

www.GopherSettlement.com

Questions? Call 1-[xxx-xxx-xxxx].

Para ver este aviso en español, visite

www.GopherSettlement.com

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

<MAILER ID>

<IMB>

<Name>

<Address1>

<Address2>

<City>, <State> <Zip>

<Country>

What is this notice about? A proposed Settlement has been reached in a lawsuit against Gopher Resource, LLC (“Gopher”), Envirofocus Technologies, LLC (“Envirofocus”) and ECP Gopher Holdings, LP (“Gopher Holdings”) (collectively, “Defendants”), and each of their respective affiliates. The lawsuit claims that Defendants failed to adequately control emissions that emanate from the Eagan Facility and from another facility located in Tampa, Florida. In the lawsuit, the Named Plaintiffs and Settlement Class Members claim that they have been exposed to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances in, around or from the Eagan Facility and suffered foreseeable injuries, including bodily injury and personal injury.

Defendants deny all of the allegations in the lawsuit. Defendants deny that they have caused anyone harm and in particular deny that there is any evidence of harmful exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances within one mile of the stack of the Eagan Facility. Nonetheless, through this Settlement, Defendants have agreed to a claims process to permit Settlement Class Members who nonetheless believe that they may have been impacted as result of the operations of the Eagan Facility, to have a fair, efficient and effective means of having their claims evaluated and adjudicated. If approved by the Court, the Settlement resolves the case and provides a process under which Settlement Class Members who do not exclude themselves can make a Claim and potentially receive a Final Monetary Award.

Who is included? You may be a Settlement Class Member if you are an individual who resided within, attended a school within or worked within one mile of the stack of the Eagan Facility from January 1, 2000 to [Preliminary Approval Date].

What can I get if I qualify as a potential Settlement Class Member? The proposed Settlement creates a Cash Fund. Defendants will cause to be paid up to \$30 million into the Cash Fund. The proposed Settlement also assigns to Named Plaintiffs and the Settlement Class an interest in claims against certain Insurance Policies (as specified in the Settlement Agreement, available at www.GopherSettlement.com). The proceeds from pursuing those policies will also be paid into the Cash Fund. The Cash Fund will be used to pay the costs of a Special Master to adjudicate the Claims of Settlement Class Members, Notice and Administrative Costs, Lien Resolution Administrator Costs, GAL and LII Costs, Settlement Planning Administration Costs, the costs of a Monitor to supervise the Eagan Facility for a period of three years, approved Attorneys’ Fees and Expenses and Incentive Awards and other costs and expenses associated with administering the Settlement. After paying the foregoing expenses and costs associated with the Settlement, the remaining amounts in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, shall be paid out proportionally and as available to Settlement Class Members who receive Final Monetary Awards based on the size of the individual’s Final Monetary Award compared to the Total Adjudicated Claim Award. The pursuit of the Insurance Claims will be the responsibility of the Named Plaintiffs, who will pursue the Insurance Claims on behalf of the Settlement Class

If you are a Settlement Class Member who wishes to seek monetary relief under the Settlement Agreement, you must submit a Claim Form, along with Supporting Documentation as specified on the Claim Form, that identifies and provides (i) your status as an individual who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (ii) when you resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility; (iii) where you resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility, including the relevant street address; (iv) any alleged injury, medical condition or property damage caused by exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or substances at or from the Eagan Facility; and (v) any and all medical records, medical reports, blood tests, blood lead levels or other documentation supporting or otherwise relating your Claim.

The Claim Form is available at www.GopherSettlement.com and can be submitted by mail to *Gopher Settlement, c/o Angeion Group*, [mailing address] or online at www.GopherSettlement.com. If you have any questions about how to file a claim, call 1-[xxx-xxx-xxxx] or email info@GopherSettlement.com.

The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness and completeness. A Special Master, appointed by the Court, will then review the valid, timely and complete Claim Forms and Supporting Documentation. The Special Master will issue an Initial Monetary Award (if any) for each Claimant. Should you wish to challenge your Initial Monetary Award, you must file an objection with the Court within ninety (90) days of such award being made. The other Parties (including Defendants) may also challenge your Initial Monetary Award. Once any such challenges have concluded, you may be issued a Final Monetary Award totaling the amount of monetary relief that you are entitled to recover under the Settlement, and the Final Monetary Awards will be paid proportionally from the funds available in the Cash Fund, subject to the terms and conditions and possibility of reimbursement or reduction as set forth in the Settlement Agreement, based on the size of the individual's Final Monetary Award compared to the Total Adjudicated Claim Award.

What are my options?

1. **If you are a Settlement Class Member, the only way to seek a payment and other relief is to submit a Claim Form and Supporting Documentation. Claim Forms must be submitted online or postmarked by [Month Day], 2024.**
2. **To be excluded from the Settlement, Requests for Exclusion must be postmarked by [Month Day], 2024. You will receive no monetary award or other relief. This is the only option that allows you to ever be part of any other lawsuit against Defendants and related parties about the legal claims in this case.**
3. **Write to the Court about why you do not like the Settlement. The deadline to file and serve an objection is [Month Day], 2024. If you object, you must also serve your objection, including all papers or evidence in support thereof, by mail or hand delivery, upon the Settlement Administrator, Settlement Class Counsel and Defense Counsel, at the addresses listed at www.GopherSettlement.com. The Fairness Hearing is currently scheduled to be held on [Month Day], 2025 at [] [a.m./p.m.]**
4. **If you do nothing now, you will be bound by the terms of the Settlement Agreement, and you will agree to broadly release Defendants and related parties from any and all claims on or prior to [Preliminary Approval Date] arising from or relating to the Eagan Facility and/or the alleged exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or toxic or hazardous substances, as stated with greater specificity in the Settlement Agreement available at www.GopherSettlement.com.**

If you exclude yourself, you must do so with respect to all claims covered by this Settlement Agreement. You may not exclude yourself with respect to some but not all of these claims. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against Defendants (including any that you have already initiated in any proceeding), even if you do not file a Claim. For more information on how to exclude yourself, object or file a claim, visit www.GopherSettlement.com or call 1-[xxx-xxx-xxxx].

What happens next? The Court, located in Tampa, Florida, will hold a Fairness Hearing on [Month Day], 2025 at [] [a.m./p.m.] (or such other date as set by the Court) to consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and what Incentive Awards, if any, to award the Named Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.GopherSettlement.com for updates.

Who represents me? The Court has appointed Michael J. Fuller, Jr., of Farrell & Fuller Law (270 Munoz Rivera Ave., Ste. 201, San Juan, Puerto Rico 00918; Telephone: (939) 293-8244) to represent you as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including the Settlement Agreement, notice forms, Claim Form and Motions for Approval of Attorneys' Fees and Expenses and Incentive Awards, call 1-[xxx-xxx-xxxx] or visit www.GopherSettlement.com.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT 8

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION**

KOUNGNUM BROWN;
TOMIKA BROWN; C.B., a Minor, by and
through his Parents and Natural Guardians,
Koungnum Brown and Tomika Brown; EFFIE
CRAWLEY; ROBERT EISHEN; LISA
EISHEN; A.E., a Minor, by and through her
Parents and Natural Guardians, Robert Eishen
and Lisa Eishen; and MARIA COATES on
behalf of themselves and all other persons
similarly-situated

Plaintiffs,

v.

GOPHER RESOURCE, LLC;
ENVIROFOCUS TECHNOLOGIES, LLC and
ECP GOPHER HOLDINGS, LP,

Defendants.

_____ /

**DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP
REGARDING THE PROPOSED NOTICE PLAN**

I, Steven Weisbrot, declare under penalty of perjury as follows:

INTRODUCTION AND RELEVANT EXPERIENCE

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and

most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School *Best Practices Guide to Class Action Litigation*.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action Services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include false advertising, product defects, data breach, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design

of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at www.angeiongroup.com.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

In re: Facebook, Inc Consumer Privacy User Profile Litigation

Case No. 3:18-md-02843-VC (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023, Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, "I was kind of blown away by how many people made claims."

In re: Apple Inc. Device Performance Litigation

Case No. 5:18-md-02827-EJD (N.D. Cal.)

Apple agreed to pay \$310 million to settle allegations of diminished performance in iPhone 6's and 7's. Angeion's direct notification efforts were recognized as reaching 99%+ of the current and former owners of 129 million class devices. Millions of claims were processed.

City of Long Beach, et al. v. Monsanto, et al.

Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)

Bayer agreed to pay \$650 million to settle allegations of waterbodies impaired by PCBs. Angeion's notice administration was extraordinarily successful with 99.7% of

the class delivered direct notice. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for “special needs” claimants.

Beckett v. Aetna Inc.

Case No. 2:17-cv-03864-JS (E.D. Pa.)

A consolidated privacy class action that arose from the improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms.

DATA SECURITY & INSURANCE

12. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are ever improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

13. Angeion’s privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

14. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

15. Further, our team conscientiously monitors the latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

16. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

SUMMARY OF THE NOTICE PROGRAM

17. Settlement Class Counsel has retained Angeion to assign personnel to manage the settlement implementation process, including the Notice Program described below. In my professional opinion, the Notice Program detailed below is the best notice that is practicable under the circumstances and fully comports with due process and Florida Rule of Civil Procedure 1.220.

18. The Notice Program provides individual direct notice via mail and/or email to all reasonably identifiable Settlement Class Members, complemented by publication notice and the

implementation of a dedicated website and toll-free telephone line to further provide awareness and diffuse news of the Settlement to Settlement Class Members.

DIRECT NOTICE

Mailed Notices

19. Angeion has been informed that within fourteen (14) days following Preliminary Approval, Defendants and Settlement Class Counsel will provide it with reasonably available and accessible information that identifies possible members of the Settlement Class and their mailing addresses from Defendants' existing records.

20. Within thirty (30) days of the entry of the Preliminary Approval Order, Angeion will cause the Court-approved Mailed Notice (Exhibit 6 to the Settlement Agreement) to be mailed to Settlement Class Members, except members of the Eagan Neighbors Subclass, at their last known mailing address.

21. Within thirty (30) days of the entry of the Preliminary Approval Order, Angeion will cause the Court-approved Eagan Neighbors Mailed Notice (Exhibit 7 to the Settlement Agreement) to be mailed to each member of the Eagan Neighbors Subclass at their last known mailing address.

22. The Mailed Notice and Eagan Neighbors Mailed Notice will be sent via the United States Postal Service ("USPS") First-Class Mail, postage-prepaid, and shall be without material alteration from Exhibits 6 and 7 to Settlement Agreement.

23. In administering the Notice Program in this action, Angeion will employ the following best practices to increase the deliverability rate of the Mailed Notice and the Eagan Neighbors Mailed Notice. Angeion will cause the mailing address information for members of the Settlement Class to be updated utilizing the National Change of Address ("NCOA") database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

24. Mailed Notices and Eagan Neighbors Mailed Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the database of Settlement Class Members' addresses will be updated accordingly.

25. Mailed Notices and Eagan Neighbors Mailed Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

26. For any Settlement Class Members where a new address is identified through the skip trace process, the database of Settlement Class Members' addresses will be updated with the new address information and a Mailed Notice (or Eagan Neighbors Mailed Notice, where applicable) will be re-mailed to that address.

Emailed Notice

27. Within fourteen (14) days following Preliminary Approval, Defendants and Settlement Class Counsel will provide Angeion with reasonably available and accessible information that identifies possible members of the Settlement Class and their email addresses from Defendants' existing records. Angeion will email the Court-approved Emailed Notice (Exhibit 5 to the Settlement Agreement) to all Settlement Class Members at their last known email address.

28. Angeion follows best practices to both validate emails and increase deliverability. Specifically, prior to distributing the Emailed Notice, Angeion subjects the email addresses on the Class List to a cleansing and validation process. The email cleansing process removes extra spaces, fixes common typographical errors in domain names, and corrects insufficient domain suffixes (*e.g.*, *gmal.com* to *gmail.com*, *gmail.co* to *gmail.com*, *yaho.com* to *yahoo.com*, etc.). The email addresses will then be subjected to an email validation process whereby each email address will be compared

to known bad email addresses.¹ Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider (“ISP”) to determine if the email address exists.

29. Further, Angeion designs the Emailed Notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Claim Form to the Emailed Notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam. Instead, the Emailed Notice will contain a link so Settlement Class Members can easily access the Claim Form.

30. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

Published Notice

31. Angeion will cause the Eagan Published Notice (Exhibit 4 to the Settlement Agreement) to be publicized via one-quarter page advertisements on two consecutive Sundays in the Minneapolis Star Tribune. Angeion will cause the Tampa Published Notice (Exhibit 3 to the Settlement Agreement) to be publicized via one-quarter page advertisements on two consecutive

¹ Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

Sundays in the Tampa Bay Times. The circulation of the Minneapolis Star Tribune is approximately 300,000 Sunday subscribers and covers the Eagan, Minnesota region. The circulation of the Tampa Bay Times is approximately 300,000 Sunday subscribers and covers the Tampa, Florida region.

32. At the completion of the notice campaign, Angeion will provide Settlement Class Counsel and Defense Counsel with a declaration detailing all of its efforts regarding the notice campaign, its timely completion of the notice campaign and its reach to the members of the Settlement Class, to be filed along with Named Plaintiffs' Motion for Final Approval of Class Action Settlement.

PLAIN-LANGUAGE NOTICE DESIGN

33. I have reviewed the proposed forms of the Mailed Notice, Eagan Neighbors Mailed Notice, Emailed Notice, Eagan Published Notice, and Tampa Published Notice to be used in this matter. The Notices used in this matter are designed to be "noticed," reviewed, and -- by presenting the information in plain language -- understood by Settlement Class Members. The design of the Notices follows principles embodied in the Federal Judicial Center's illustrative model notices posted at www.fjc.gov. The proposed forms of the Mailed Notice, Emailed Notice and Published Notice contain plain-language summaries of key information about Settlement Class Members' rights and options pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

34. Rule 1.220(b)(3) of the Florida Rules of Civil Procedure and Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in plain, easily understood language.² Angeion maintains a strong commitment to adhering to this requirement, drawing on its

² Florida Rule of Civil Procedure 1.220 is based on Federal Rule of Civil Procedure 23. Thus, Florida courts may (and often do) look to federal cases as persuasive authority in the interpretation of Rule 1.220. See, e.g., In re Citrus Canker Litig., 941 So. 2d 461, 464 (Fla. Dist. Ct. App. 2006).

experience and expertise to craft notices that effectively convey the necessary information to Settlement Class Members in plain language.

THE SETTLEMENT WEBSITE AND RESPONSE MECHANISMS

35. No later than thirty (30) days after the Preliminary Approval Date, the Settlement Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the settlement utilizing an easily recognized domain name. The Settlement Website shall be maintained by the Settlement Administrator until one hundred twenty (120) days after all deadlines for correcting deficiencies in the Claim Forms or Supporting Documentation pursuant to Section VII have passed. The domain name of the Settlement Website shall be included in all forms of Class Notice. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form and Supporting Documentation, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Class Notice, the Claim Form, Court Orders regarding this Settlement, and other relevant Court documents, including Settlement Class Counsel's Motion for Approval of Attorneys' Fees, Cost, and Incentive Awards; and (iv) information concerning the submission of Claim Forms and Supporting Documentation, including the ability to submit Claim Forms and Supporting Documentation electronically.

36. No later than thirty (30) days after the Preliminary Approval Date, Angeion shall establish a toll-free telephone number and facility that will provide members of the Settlement Class with information and direct them to the Settlement Website. The toll-free telephone number shall be included on the Settlement Website and in the Class Notice. The telephone support line shall be capable of providing general information concerning deadlines for filing a Claim Form, opting out of or objecting to the Settlement and the dates and locations of relevant Court proceedings, including

the Fairness Hearing. The toll-free number shall be maintained by Angeion during the time period that the Settlement Website is active.

CONCLUSION

37. The Notice Program outlined above includes direct notice via mail and/or email to all reasonably identifiable Settlement Class Members and provides for publication notice on consecutive Sundays in major newspapers covering the regions where the Eagan Facility and Tampa Facility are located. The Notice Program further provides for the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement.

38. In my professional opinion, the Notice Program will provide full and proper notice to Settlement Class Members before the opt-out and objection deadlines. Moreover, it is my opinion that the Notice Program is the best notice that is practicable under the circumstances, fully comports with due process and Florida Rule of Civil Procedure 1.220.

39. After the Notice Program has concluded, Angeion will provide a final report verifying its effective implementation.

I hereby declare under penalty of perjury that the foregoing document and the facts stated in it are true to the best of my knowledge and belief.

Dated: July 3, 2024



STEVEN WEISBROT

Exhibit A

INNOVATION

IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration
Mass Tort Services | Regulatory Remediation

Judicial Recognition



IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843 (N.D. Cal.)

The Honorable Vincent Chhabria (March 29, 2023): The Court approves the Settlement Administration Protocol & Notice Plan, amended Summary Notice (Dkt. No. 1114-8), second amended Class Notice (Dkt. No. 1114-6), In-App Notice, amended Claim Form (Dkt. No. 1114-2), Opt-Out Form (Dkt. No. 1122-1), and Objection Form (Dkt. No. 1122-2) and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement and the subsequent filings referenced above meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 8:22-ml-03052 (C.D. Cal.)

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION

Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)

The Honorable Joy Flowers Conti (October 10, 2023): The Court finds that the method of giving notice to the Settlement Class ("Notice Plan")...(a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws...

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION

Case No. 2:18-mn-02873 (D.S.C.)

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement. The Court finds that the proposal for (i) direct mailing of the Notice, as well as emailing of the Summary Notice, to each known Class Member, (ii) personalized outreach to national and local water organizations, (iii) national publication of the Summary Notice and a media campaign targeting all Active Public Water Systems that may potentially meet the qualifications to become Class Members, and (iv) a website that potential Class Members will be directed to displaying a long-form Notice that sets forth the details of the proposed Settlement and provides a toll-free hotline, meets the requirements of Rule 23 and due process and shall constitute due and sufficient notice to all Persons potentially entitled to

participate in the proposed Settlement. The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

KUKORINIS v. WALMART, INC.

Case No. 8:22-cv-02402 (M.D. Fla.)

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions...a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances...

LE ET AL. v. ZUFFA, LLC

Case No. 2:15-cv-01045 (D. Nev.)

The Honorable Richard F. Boulware, II (November 17, 2023): The proposed Notice Plan, including the proposed forms and manner of notice, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure.

AMANS v. TESLA, INC.

Case No. 3:21-cv-03577 (N.D. Cal.)

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793 (N.D. Cal.)

The Honorable James Donato (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827 (N.D. Cal.)

The Honorable Edward J. Davila (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699 (N.D. Ill.)

The Honorable John Z. Lee (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164 (N.D. Cal.)

The Honorable Edward J. Davila (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013 (N.D. Cal.)

The Honorable Susan van Keulen (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members of the nature and pendency of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court will grant timely exclusion requests, the time and manner for requesting exclusion, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorneys' fees, costs, and expenses and for service awards. The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082 (N.D. Cal.)

The Honorable Beth L. Freeman (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under

all circumstances, reasonably apprise members of the AdWords Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the AdWords Class. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314 (N.D. Cal.)

The Honorable Edward J. Davila (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493 (C.D. Cal.)

The Honorable Fernando M. Olguin (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903 (E.D. Va.)

The Honorable John A. Gibney Jr. (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-04700 (N.D. Cal.)

The Honorable Laurel Beeler (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906 (D. Minn.)

The Honorable Wilhelmina M. Wright (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with

due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. D/B/A TESLA MOTORS, INC.

Case No. 5:19-cv-04596 (N.D. Cal.)

The Honorable Beth Labson Freeman (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS ET AL.

Case No. 2:18-cv-07241 (C.D. Cal.)

The Honorable Christina A. Snyder (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219 (E.D.N.Y.)

The Honorable Joanna Seybert (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members

sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpsettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486 (N.D. Ill.)

The Honorable Robert M. Dow, Jr. (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114 (E.D. Pa.)

The Honorable Michael M. Baylson (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032 (S.D.N.Y.)

The Honorable Cathy Seibel (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL (Cal. Super. Ct.)

The Honorable Eddie C. Sturgeon (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement

and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702 (W.D.N.Y.)

The Honorable Mark W. Pedersen (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON ET AL. V. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962 (S.D.N.Y.)

The Honorable Lewis J. Liman (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167 (N.D. Ga.)

The Honorable Timothy C. Batten, Sr. (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977 (E.D. Okla.)

The Honorable Robert J. Shelby (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERTS ET AL. V. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418 (N.D. Cal.)

The Honorable Edward M. Chen (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN V. BOMBAS, LLC

Case No. 4:20-cv-04412 (N.D. Cal.)

The Honorable Jeffrey S. White (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. V. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564 (S.D. Fla.)

The Honorable Jonathan Goodman (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. V. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)

The Honorable Robert C. Naftz (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it... The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812 (N.D. Cal.)

The Honorable Edward M. Chen (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463 (E.D. Va.)

The Honorable Raymond A. Jackson (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. V. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554 (D.N.J.)

The Honorable Madeline Cox Arleo (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886 (D.S.C.)

The Honorable David C. Norton (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. V. FACEBOOK, INC.

Case No. 3:18-cv-05982 (N.D. Cal.)

The Honorable William Alsup (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737 (M.D. Fla.)

The Honorable Mary S. Scriven (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. V. COACH INC.

Case No. 1:16-cv-01122 (S.D.N.Y.)

The Honorable Valerie Caproni (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170 (C.D. Cal.)

The Honorable Dolly M. Gee (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711 (S.D.N.Y.)

The Honorable Edgardo Ramos (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. V. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430 (S.D. Tex.)

The Honorable Nancy F. Atlas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. V. WALMART, INC.

Case No. 5:18-cv-05225 (W.D. Ark.)

The Honorable Timothy L. Brooks (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. V. CYTOSPORT INC.

Case No. 3:15-cv-00165 (S.D. Cal.)

The Honorable M. James Lorenz (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN V. AARON'S INC.

Case No. 1:18-cv-02821 (N.D. Ga.)

The Honorable J.P. Boulee (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS V. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO ET AL.

Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)

The Honorable Carl Butkus (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER ET AL. V. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200 (N.D. Cal.)

The Honorable Haywood S. Gilliam, Jr. (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill]," Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes "search targeting," "category contextual targeting," "keyword contextual targeting," and "site targeting," to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And

through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550 (M.D. Fla.)

The Honorable Charlene Edwards Honeywell (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN ET AL. v. CVS HEALTH ET AL.

Case No. 4:15-cv-03504 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760 (S.D.N.Y.)

The Honorable Kenneth M. Karas (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER ET AL. v. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.

Case No. 2:16-cv-00633 (W.D. Pa.)

The Honorable Mark R. Hornak (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION ET AL.

Case No. 5:15-cv-05764 (N.D. Cal.)

The Honorable Beth L. Freeman (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624 (N.D. Ill.)

The Honorable Harry D. Leinenweber (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP ET AL.

Case No. 1:18-cv-20048 (S.D. Fla.)

The Honorable Darrin P. Gayles (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. V. THE GAP, INC. ET AL.

Case No. CGC-18-567237 (Cal. Super. Ct.)

The Honorable Richard B. Ulmer Jr. (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE ET AL. V. NIBCO, INC.

Case No. 3:13-cv-07871 (D.N.J.)

The Honorable Freda L. Wolfson (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO ET AL. V. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744 (D. Mass.)

The Honorable Douglas P. Woodlock (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777 (N.D. Cal.)

The Honorable Edward M. Chen (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK ET AL. V. SEARS HOLDINGS CORPORATION ET AL.

Case No. 1:15-cv-04519 (N.D. Ill.)

The Honorable Manish S. Shah (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW ET AL. V. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981 (S.D.N.Y.)

The Honorable Vincent J. Briccetti (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141 (E.D.N.C.)

The Honorable James C. Dever III (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073 (S.D.N.Y.)

The Honorable Nelson S. Roman (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166 (N.D. Cal.)

The Honorable Joseph C. Spero (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)

The Honorable John A. Ross (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —is

the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER ET AL. V. PPG INDUSTRIES INC. ET AL.

Case No. 1:15-cv-00912 (N.D. Ohio)

The Honorable Dan Aaron Polster (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583 (N.D. Ga.)

The Honorable Thomas W. Thrash Jr. (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY V. TITFLEX CORPORATION T/A GASTITE AND WARD MANUFACTURING, LLC

Case No. 384003V (Md. Cir. Ct.)

The Honorable Ronald B. Rubin (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051 (D.N.J.)

The Honorable Madeline Cox Arleo (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259 (W.D. Pa.)

The Honorable Mark R. Hornak (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES ET AL. V. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES ET AL.

Case No. 1:15-cv-08372 (S.D.N.Y.)

The Honorable J. Paul Oetken (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000 (N.D. Ohio)

The Honorable Christopher A. Boyko (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE ET AL. V. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394 (C.D. Cal.)

The Honorable Christina A. Snyder (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA ET AL. V. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496 (S.D. Fla.)

The Honorable Joan A. Lenard (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)

The Honorable Sarah S. Vance (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion

that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO ET AL. V. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747 (S.D. Fla.)

The Honorable Marcia G. Cooke (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645 (D. Or.)

The Honorable Janice M. Stewart (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

EXHIBIT 9

FAVORABLE MINOR, DECEASED PERSON OR LII NOTICE

AND

RELEASE BY NEXT FRIEND ON BEHALF OF MINOR, DECEASED PERSON OR LEGALLY INCAPACITATED OR INCOMPETENT INDIVIDUAL OF ALL CLAIMS, AND COVENANT NOT TO SUE, RELATING TO THE TAMPA FACILITY AND/OR EAGAN FACILITY

I. NOTIFICATION OF FAVORABLE DETERMINATION

After a review of the Claim Form and Supporting Documents that you submitted on behalf of [Settlement Class Member], the Settlement Administrator has determined that you, [Next Friend], qualify to be appointed as the Next Friend to act on behalf of [Settlement Class Member]. The Settlement Administrator has also determined that [Settlement Class Member] is a member of the Settlement Class and is eligible to participate as a Claimant. To confirm your role as Next Friend, you must accept the terms stated herein within fifteen (15) days of receipt of this Favorable Minor, Deceased Person or LII Notice.

II. RELEASE

This is the Release by you, as Next Friend on behalf of a Minor, Deceased Person or LII as defined in Section I, Paragraphs 16, 44, 55, and 60 of the Settlement Agreement, and referenced and described in Section VIII of the Settlement Agreement. The capitalized terms in this document are defined and have the meanings as set forth in the Settlement Agreement, which is available at www.GopherSettlement.com or by calling the Settlement Administrator at 1-[xxx-xxx-xxxx].

1. In addition to the effect of any final judgment entered in accordance with the Settlement Agreement, upon the occurrence of the Effective Date and in consideration of payment of the Initial Guarantee, Final Guarantee and assignment of Insurance Claims specified in Sections IV-VI by the Gopher Defendants and the other consideration set forth in the Settlement Agreement, I, in my capacity as Next Friend for the individual Minor, Deceased Person or LII on whose behalf I am signing this document, on his, her or their behalf hereby completely release, acquit and forever discharge the Released Parties individually and jointly from:

Any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, statutory claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private attorney general action, or other governmental action or investigation, restitution, rescission, compensatory and punitive

damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties, which includes the Minor, Deceased Person or LII on whose behalf I am signing this document, now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to the Tampa Facility, the Eagan Facility or the alleged exposure to lead, cadmium, arsenic, sulfur dioxide or any other metals, chemicals, contaminants or toxic or hazardous substances.

2. I, in my capacity as Next Friend for the individual Minor, Deceased Person or LII on whose behalf I am signing this document, hereby agree on their behalf that he, she or they and I certify that we are aware of and have read and reviewed the following provisions of California Civil Code Section 1542 ("Section 1542"):

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The provisions of the release set forth above shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction. We hereby expressly waive and relinquish any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above.

III. PAYMENT ELECTION

If you are the Next Friend for a Minor or LII, you must fill out this Section III. You do not need to fill out this Section III if you are the Next Friend for a Deceased Person.

Please select the method of payment from the options below:

- Payment into a Special Needs Trust
- Payment into a Settlement Preservation Trust

Payment of a Structured Settlement

Special Needs Trust: A Special Needs Trust is generally designed to provide a person with a disability with assets that are considered an exempt source for purposes of determining eligibility for means-tested government benefits, such as SSI, Medicaid, Social Security Disability Insurance or Childhood Disabled Beneficiary Benefits.

Settlement Preservation Trust: A Settlement Preservation Trust is generally for individuals who are not receiving means-tested government benefits, such as SSI, Medicaid, Social Security Disability Insurance or Childhood Disabled Beneficiary Benefits.

Structured Settlement: A Structured Settlement is an agreement involving a Minor or LII Claimant, whereby the Settlement Administrator agrees to distribute a Final Monetary Award to a Minor or LII Claimant or fees and expenses to their attorney, as the case may be, by paying, or causing to be paid, future periodic payments. Structured Settlements for Minor or LII Claimants and attorneys will be underwritten by an annuity contract under the laws of the State of Minnesota or Florida that has an issuer credit rating equivalent to a National Association of Insurance Commissioners NAIC 1 designation.

Note: The Master GAL will evaluate whether the Final Monetary Award issued by the Special Master, and the option elected by you for the Minor or LII to receive a Final Monetary Award is fair, reasonable, adequate and in the best interests of the particular Minor or LII. The Court will also determine whether the Final Monetary Award and elected option to receive the Final Monetary Award is fair, reasonable and in the best interests of the particular Minor or LII.

IV. SIGNATURE

To confirm your role as Next Friend and effect the release contained herein, you must accept the terms stated herein within fifteen (15) days of receipt of this Favorable Minor, Deceased Person or LII Notice by filling out the information below and signing this Favorable Minor, Deceased Person or LII Notice.

Date

Releasing Party (Sign Name), as Next Friend on behalf of Minor, Deceased Person or LII

Print Name of Next Friend

Print Name of Minor, Deceased Person or LII on whose behalf this document is being signed

Address of Next Friend signing this document

Telephone Number of Next Friend signing this document

EXHIBIT 10

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION**

KOUNGNUM BROWN;
TOMIKA BROWN; C.B., a Minor, by and
through his Parents and Natural Guardians,
Koungnum Brown and Tomika Brown; EFFIE
CRAWLEY; ROBERT EISHEN; LISA
EISHEN; A.E., a Minor, by and through her
Parents and Natural Guardians, Robert Eishen
and Lisa Eishen; and MARIA COATES on
behalf of themselves and all other persons
similarly-situated

Case No. 2021-CA-004494

Class Representation

Plaintiffs,

v.

GOPHER RESOURCE, LLC;
ENVIROFOCUS TECHNOLOGIES, LLC and
ECP GOPHER HOLDINGS, LP,

Defendants.

_____ /

**[PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Named Plaintiffs,¹ on the one hand, and Defendants, on the other hand, have entered into a Settlement Agreement dated as of July 3, 2024 to settle the Litigation. The Settlement Agreement, together with its exhibits incorporated herein, sets forth the terms and conditions for a proposed settlement and dismissal with prejudice of the Litigation. Additionally, Settlement Class Counsel and Defense Counsel have jointly filed a Motion for Preliminary Approval of Proposed Class Action Settlement (the “Motion”).

¹ Terms used herein shall have the meaning accorded to them in the Settlement Agreement (Exhibit A to Joint Motion for Preliminary Approval of Class Action Settlement) except to the extent otherwise specified herein.

Having thoroughly reviewed the Settlement Agreement and its exhibits, the Motion, the pleadings, other papers on file in this action and statements of counsel, the Court finds that the Motion should be GRANTED and that this Preliminary Approval Order should be entered.

NOW, THEREFORE, THE COURT HEREBY FINDS, CONCLUDES AND ORDERS AS FOLLOWS:

1. The Parties have agreed to a class action settlement of all Released Claims. Named Plaintiffs seek, and for purposes of settlement only Defendants do not object to, certification of a Settlement Class defined as follows:

a) All individuals who worked at the Egan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date as well as all individuals who worked at the Tampa Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date; (b) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Egan Facility from January 1, 2000 to the Preliminary Approval Date; and (c) all individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date;

In addition to the individuals above, all plaintiffs in any other lawsuits against Defendants alleging personal or bodily injury or exposure claims that are pending as the Preliminary Approval Date are deemed members of the Settlement Class are deemed members of the Settlement Class.

2. Named Plaintiffs also seek, and for purposes of settlement only Defendants do not object to, certification of the following Settlement Subclasses:

The Worker and Family Member Subclass: All individuals who worked at the Egan Facility as employees and/or as contractors or employees of contractors from January 1, 2000 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date as well as all individuals who worked at the Tampa

Facility as employees and/or as contractors or employees of contractors from January 1, 2006 to the Preliminary Approval Date and all spouses, partners, minor children and other family members who resided with any such worker during the period of employment or at any time within four (4) years thereafter, up to the Preliminary Approval Date.

The Eagan Neighbors Subclass: All individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Eagan Facility from January 1, 2000 to the Preliminary Approval Date.

The Tampa Neighbors Subclass: All individuals who resided within, attended a school within or worked within one (1) mile of the stack of the Tampa Facility from January 1, 2006 to the Preliminary Approval Date.

Specifically excluded from the Settlement Class are the following Persons:

- (i) Defendants and their respective subsidiaries, affiliates, directors and members;
- (ii) Settlement Class Counsel;
- (iii) The judges who have presided over the Litigation or the Related Litigation or any other personal injury or bodily injury cases against any of the Defendants;
- (iv) Local, municipal, state and federal governmental agencies; and
- (v) All persons who have properly and timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

The Court expressly reserves the right to determine, should the occasion arise, whether Named Plaintiffs' proposed claims may be certified as a class action for purposes other than settlement, and Defendants hereby retain all rights to argue that Named Plaintiffs' proposed claims should not be certified for class treatment except for settlement purposes.

3. For purposes of preliminary approval, this Court assesses whether to certify the Settlement Class and Settlement Subclasses for settlement purposes only and preliminarily approve the Settlement under Florida Rule of Civil Procedure 1.220.²

Likely Certification Of Settlement Class

4. The Court assesses the likelihood that it will be able to certify the proposed Settlement Class and Settlement Subclasses under Rules 1.220(a) and 1.220(b). See Fla. R. Civ. P. 1.220(a)-(b). The Court makes this assessment for the purposes of settlement only at this time.

5. Under Rule 1.220, a class or subclass must meet the four elements of Rule 1.220(a): (1) numerosity, the class must be “so numerous” that joinder of all members is “impracticable”; (2) commonality, there are questions of law of fact “common” to the class; (3) typicality, the claims of the representative are “typical” of the class; and (4) adequacy, the proposed representative “fairly and adequately” protects the interests of the class. Fla. R. Civ. P. 1.220(a). The class or subclass must also satisfy any one of the three subdivision of Rule 1.220(b). Id. 1.220(b).

6. As to the requirements of Rule 1.220(a), for settlement purposes only, (i) the Settlement Class and Settlement Subclasses provisionally certified herein include thousands of individuals, and joinder of all would be impracticable, (ii) there are questions of law and fact common to the Settlement Class and Settlement Subclasses, (iii) the Named Plaintiffs’ claims are typical of the claims of the Settlement Class and Settlement Subclasses they seek to represent for purposes of settlement and (iv) the Named Plaintiffs are adequate representatives of the Settlement Class and Settlement Subclasses.

² Florida courts may (and often do) look to federal cases examining Federal Rule of Civil Procedure 23 as persuasive authority in the interpretation of Rule 1.220. See, e.g., In re Citrus Canker Litig., 941 So. 2d 461, 464 (Fla. Dist. Ct. App. 2006).

7. As to the requirements of Rule 1.220(b), for settlement purposes only, (i) inconsistent or varying adjudications would result in incompatible standards of conduct for Defendants and (ii) individual adjudications would be dispositive of the interests of the claims of other individuals not a party to the action as they could substantially impair or impede the ability of those individuals to protect their interests. Indeed, there is a serious risk that Gopher and EFT would face debt default and bankruptcy if the Settlement is not consummated, leaving those individuals whose claims are not adjudicated prior to bankruptcy without recourse. Thus, the Settlement Class and Settlement Subclasses meet the requirements of Rule 1.220(b)(1). Additionally, Defendants acted in a consistent manner toward members of the class so that their actions may be viewed as part of a pattern of activity to all members, the Settlement Class and Settlement Subclasses seek final injunctive or declaratory relief and questions of law and facts common to the class predominate over individual questions, and a class treatment is superior to other methods for resolving the claims of class members, satisfying the requirements of a hybrid class under Rule 1.220(b)(2) and (3).

8. For these reasons, pursuant to Rule 1.220, and for settlement purposes only, the Court finds it will likely certify the Settlement Class and Settlement Subclasses defined above in Paragraphs 1-2 of this Order and preliminarily certifies the Settlement Class and Settlement Subclasses. This finding is subject to further consideration at the Fairness Hearing to be conducted as described below.

9. The Named Plaintiffs proposed in the Class Action Complaint are adequately representing the proposed Settlement Class and their respective Settlement Subclasses: they share the same alleged injury (that they allegedly were injured by the negligent acts of Defendants related to exposure to lead, cadmium, arsenic, sulfur dioxide and other hazardous and/or toxic substances

in or around the Tampa Facility and/or the Eagan Facility) and the same interest. Michael J. Fuller, Jr., of Farrell & Fuller Law is experienced Settlement Class Counsel who is adequately representing the proposed Settlement Class.

10. The Court hereby preliminarily appoints, for settlement purposes only, Named Plaintiffs as representatives of the Settlement Class. The Court hereby preliminarily appoints, for settlement purposes only, Michael J. Fuller, Jr., of Farrell & Fuller Law as Settlement Class Counsel for the Settlement Class.

Likely Approval As Fair, Reasonable And Adequate

11. After the Settlement Class and Settlement Subclasses are certified for settlement purposes, this Court must approve any voluntary compromise under Rule 1.220(e). See Fla. R. Civ. P. 1.220(e). Preliminary approval is within this Court's discretion to find whether the settlement is "fair, reasonable and adequate." Mase v. Archive Am., 2015 Fla. Cir. LEXIS 52906, *5 (Fla. Cir. Ct. 2015). To determine whether the Settlement Agreement is fair, reasonable and adequate, the Court considers the following factors:

(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.

Bennett v. Behring Corp., 737 F.2d 982, 986 (11th Cir. 1984).

12. A court "should be hesitant to substitute its own judgment for that of counsel" unless there is evidence of "fraud, collusion, or the like." Cotton v. Hinton, 559 F.2d 1326, 1330 (5th Cir. 1977); accord Perez v. Asurion Corp., 501 F. Supp. 2d 1360, 1380 (S.D. Fla. 2007). In this case, there is no evidence of fraud or collusion. There is no question that the Parties are at arm's length. The Settlement Agreement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the

strengths and weaknesses of the case through extensive discovery and whose negotiations were supervised by respected mediator, the Honorable Wayne R. Andersen (ret.) of JAMS.

13. Plaintiffs and Defendants possess colorable arguments in support of and opposition to the claims in this action, which makes settlement an attractive option for each. With respect to the stage at which the Settlement was reached, the Related Litigation has been vigorously litigated through years of discovery and motion practice, which is not close to completion, and the Parties are all familiar with these lengthy and ongoing proceedings. The Parties did not blindly enter into negotiations armed with little to no information. Instead, each side entered into the negotiations with a full understanding of the issues and potential pitfalls related to litigation of the claims and engaged in arm's-length negotiations before a respected mediator. Moreover, the Settlement Agreement does not delineate an unjustifiably burdensome claims procedure, unduly preferential treatment of the class representative or impermissibly broad releases of liability. Based on those factors, preliminary approval appears fair, reasonable and adequate at this stage.

14. The Settlement Agreement provides adequate relief to the proposed Settlement Class and Settlement Subclasses. The Gopher Defendants have agreed to pay a Total Guarantee of up to \$30 million (subject to reimbursement or reduction under specified terms); assign the Insurance Claims to Named Plaintiffs and the Settlement Class; and have appointed a Monitor to ensure both facilities continue to operate in a manner consistent with applicable state and federal law. The Special Master shall review the Claim Forms and Supporting Documentation to determine the appropriate Initial Monetary Award (if any) for each claiming Settlement Class Member. Any Party or Settlement Class Member wishing to challenge any Initial Monetary Award by the Special Master may then file an objection with the Court. Once all challenges are resolved and any appeals have been fully exhausted and all opportunities for challenges or appeals have

lapsed, Settlement Class Members will be eligible to receive a Final Monetary Award. If the Settlement Agreement had not been reached, the Parties planned to vigorously contest the Litigation and Related Litigation, and Plaintiffs' chances at trial also would have been uncertain. In light of the costs, risks and delay of trial and appeal, this relief is at least adequate for purposes of Rule 1.220(e).

15. There is no reason to doubt the effectiveness of distributing relief under the Settlement Agreement. As further addressed below, the Parties propose a Class Notice Program, which is detailed in Settlement Agreement, and which the Court finds is the best notice practicable under the circumstances.

16. After the Class Notice Program and in connection with the Fairness Hearing, this Court will assess the reasonableness of the proposed Settlement and the request of Settlement Class Counsel for Attorneys' Fees and Expenses and Incentive Awards. At this preliminary stage, the Court finds that the plan to request that Attorneys' Fees and Expenses and Incentive Awards be paid from the Cash Fund creates no reason not to direct notice to the proposed Settlement Class and permit class members to be apprised of their rights and the proposed Settlement.

17. No agreements exist between the Parties aside from the Settlement Agreement, with the exception of an agreement described generally in the Settlement Agreement that allows the Defendants and Settlement Class Counsel to terminate the Settlement Agreement in certain defined circumstances.

18. The Settlement Agreement treats members of the proposed Settlement Class and Settlement Subclasses equitably relative to each other, because all members of the proposed Settlement Class will have their Claims reviewed by the Settlement Administrator, assessed and determined by the Special Master and subject to challenge to this Court. These are equitable terms.

19. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement Agreement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Fairness Hearing to be conducted as described below.

20. The Court preliminarily approves the Settlement Agreement subject to the Fairness Hearing for purposes of deciding whether to grant final approval to the Settlement. This determination permitting notice to the Settlement Class is not a final finding, but a determination that there is probable cause to submit the proposed Settlement Agreement to the Settlement Class Members and to hold a Fairness Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement.

Approval Of The Manner And Form Of Notice

21. Angeion Group has been selected to serve as the Settlement Administrator under the terms of the Settlement Agreement. The Court hereby appoints Angeion Group to serve as the Settlement Administrator in accordance with the provisions of Section XIII of the Settlement Agreement.

22. The Court approves the Class Notice Program and the form of Class Notice, the content of which is without material alteration from Exhibits 2-7 to the Settlement Agreement.

23. The Court approves the creation of the Settlement Website, as defined in Section I, Paragraph 88 of the Settlement Agreement, that shall include, at a minimum, copies of the Settlement Agreement and the Class Notice, and shall be maintained in accordance with the provisions of Section XIII, Paragraph 10 of the Settlement Agreement.

24. The Court finds that the Class Notice Program as set forth in the Settlement Agreement, filed concurrently with Plaintiffs' Motion for Preliminary Approval, (a) is the best practicable notice, (b) is reasonable and constitutes due, adequate and sufficient notice to all

Persons entitled to receive notice, (c) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement and (d) meets all applicable requirements of applicable law. The Class Notice Program satisfies the requirements of Fla. R. Civ. P. 1.220(e) and due process. The Court therefore approves the Class Notice Program and the notice documents substantially in the form attached as Exhibits 2-7 to the Settlement Agreement.

25. The Court orders the Settlement Administrator to provide to Settlement Class Counsel and Defense Counsel a declaration evidencing proof of compliance with the Class Notice Program, including proof of publication of the Eagan Publication Notice and the Tampa Publication Notice and proof of maintenance of the Settlement Website, and Settlement Class Counsel shall file the declaration with Named Plaintiffs' Motion for Final Approval of Class Action Settlement.

Participation In, Exclusion From Or Objection To The Settlement

26. Settlement Class Members who wish to receive a cash payment under the Settlement must complete, sign and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted or postmarked no later than ninety (90) Days after the Notice Date.

27. Settlement Class Members who lack legal capacity to act on his, her or their own behalf due to being a Minor, Deceased Person or LII may have their Claim Form submitted by their Proposed Next Friend. If there is a dispute as to who can act as the Settlement Class Member's Next Friend, the Next Friend shall be determined pursuant to the procedures set forth in Section VIII of the Settlement Agreement. Only Proposed Next Friends who are issued a Favorable Minor, Deceased Person or LII Notice and who accept the Favorable Notice shall be eligible to act as a Next Friend on the Settlement Class Member's behalf. Any Final Monetary

Award for a Minor or LII must be paid via a (a) Special Needs Trust; (b) Settlement Preservation Trust; or (c) Structured Settlement, the option of which will be selected by the Minor's Next Friend. The Master GAL will evaluate whether the Final Monetary Award issued by the Special Master to a Minor or LII, and the option elected by the Next Friend for the Minor or LII to receive a Final Monetary Award, is fair, reasonable, adequate and in the best interests of the particular Minor or LII pursuant to Section VIII of the Settlement Agreement and will present his, her or their findings to the Court. The Master GAL will evaluate whether the Final Monetary Award issued by the Special Master to a Deceased Person is fair, reasonable, adequate and in the best interests of the particular Deceased Person pursuant to Section VIII of the Settlement Agreement and will present his, her or their findings to the Court.

28. The Court approves the Honorable Wayne R. Andersen (ret.) as Special Master.

29. The Court approves the Honorable Wayne R. Andersen (ret.) as Monitor.

30. The Court approves Angeion Group as Settlement Planning Administrator.

31. The Court approves ZipLiens Companies, LLC as Lien Resolution Administrator.

32. The Court orders any Settlement Class Member who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely request for exclusion by the Opt-Out and Objection Date that:

a. Informs the Settlement Administrator in writing that he or she wishes to be excluded from the Settlement Class;

b. Is sent to the Settlement Administrator by U.S. Mail and post-marked no later than the Opt-Out and Objection Date or is submitted online through the Claims portal no later than the Opt-Out and Objection Date; and

c. Is personally signed by the Settlement Class Member requesting exclusion; and

d. Contains the Settlement Class Member's name, address, telephone number and a statement that indicates a desire to be excluded from the Settlement Class.

33. Members of the Settlement Class who wish to be excluded from the Settlement Class must do so with respect to all claims against the Gopher Defendants. A member of the Settlement Class may opt out on an individual basis only; so-called "mass" or "class" opt outs shall not be allowed.

34. Any member of the Settlement Class who submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

35. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address or submitted via the proper website shall be subject to and bound by the Settlement Agreement and every order or judgment entered pursuant to the Settlement Agreement. Any purported request for exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for exclusion signed only by counsel or another representative shall not be permitted.

36. Any Settlement Class Member who wishes to object to the Settlement Agreement or the proposed Settlement or to the Attorneys' Fees and Expenses must file with the Court a

written objection no later than the Opt-Out and Objection Deadline. Such objection must provide the following:

- a. the Settlement Class Member's printed name, address, and telephone number;
- b. whether the Settlement Class Member is represented by counsel and, if so, contact information for his or her counsel;
- c. evidence showing that the objector is a Settlement Class Member;
- d. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class or to the entire Settlement Class, and state with specificity the grounds for each objection;
- e. any other supporting papers, materials or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection;
- f. the actual written or electronic signature of the Settlement Class Member making the objection and, if the Settlement Class Member is represented by counsel, the actual written or electronic signature of such counsel; and
- g. a statement on whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Fairness Hearing.

37. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's objection, including all papers or evidence in support thereof, upon the Settlement Administrator, Settlement Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

38. Any Settlement Class Member who fails to properly and timely file a written objection with the Court, along with the required information and documentation set forth in

Paragraph 36 above, or to serve them as required in Paragraph 37 above, shall not be heard during the Fairness Hearing, shall not have his or her objections be considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

39. Settlement Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than fourteen (14) days prior to the Fairness Hearing.

40. Settlement Class Members may not both object and opt out. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as an objection.

41. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement, the proposed Settlement, the Attorneys' Fees and Expenses or the Incentive Awards will be at the Settlement Class Member's expense.

42. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement, the proposed Settlement, the Attorneys' Fees and Expenses or the Incentive Awards and who intends to make an appearance at the Fairness Hearing must provide to the Settlement Administrator (who shall forward it to Settlement Class Counsel and Defense Counsel) and file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date.

43. Any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing must provide to the Settlement Administrator (who shall forward it to Settlement Class Counsel and Defense Counsel) and file with the Court a notice of intention to appear no later than the Opt-Out and Objection Date.

44. The Court orders the Settlement Administrator to establish a post office box in the name of the Settlement Administrator to be used for receiving Requests for Exclusion, objections, notices of intention to appear and any other communications. Only the Settlement Administrator, Settlement Class Counsel, Defense Counsel, Defendants, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in the Settlement Agreement.

45. The Court orders the Settlement Administrator to promptly furnish Settlement Class Counsel and Defense Counsel with copies of any and all written Requests for Exclusion, notices of intention to appear or other communications that come into its possession, except as expressly provided in the Settlement Agreement.

46. The Court orders that Settlement Class Counsel shall file their applications for the Attorneys' Fees and Expenses and Named Plaintiffs' Incentive Awards in accordance with the terms set forth in Section XVI of the Settlement Agreement.

47. The Court orders the Settlement Administrator to provide Settlement Class Counsel and Defense Counsel with the Opt-Out List no later than one hundred (100) days after the Notice Date. The Court further orders Settlement Class Counsel to file with the Court the Opt-Out List with a declaration from the Settlement Administrator attesting to the completeness and accuracy thereof no later than three (3) business days thereafter or on such other date as the Parties may direct.

Fairness Hearing And Related Deadlines

48. This Court will hold a Fairness Hearing, on _____, 2025 at ____ a.m./p.m., in the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida, in and for Hillsborough County, Courtroom 503, 800 East Twiggs Street, Tampa, Florida 33602, or by remote means as ordered by the Court. The purposes of the Fairness Hearing will be to consider the fairness,

reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses and Incentive Awards, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Settlement Class Counsel's application for Attorneys' Fees and Expenses, granting the Incentive Awards application by Named Plaintiffs and dismissing the claims against the Gopher Defendants with prejudice.

49. The Court reserves the right to adjourn the Fairness Hearing without further notice to Settlement Class Members or to approve the Settlement with modification without further notice to Settlement Class Members.

50. Settlement Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Incentive Awards shall be filed no later than the Notice Date.

51. Settlement Class Counsel's papers in support of final approval of the Settlement shall be filed no later than one hundred fifty (150) days after the Preliminary Approval Date.

Effects Of This Preliminary Approval Order

52. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the

Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims.

53. Any Settlement Class Member who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., becomes an Opt-Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

54. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Incentive Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

Dated: _____ /s/ _____
Christopher C. Nash
Florida Circuit Court Judge

EXHIBIT 11

Cases Being Litigated By Settlement Class Counsel ("Related Litigation")

1. A.N. et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-002971 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
2. Achillich, et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-000266 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
3. Alexander, et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-003137 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
4. Allen et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-011638 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
5. Almutasim v. Gopher Resource, LLC, et al.,
Case No. 24-CA-004674 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
6. B.A. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012899 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
7. B.A. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012790 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
8. B.H. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012897 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
9. B.R. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012798 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
10. B.R., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012983 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
11. Bolton v. Gopher Resource, LLC, et al.,
Case No. 24-CA-004564 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
12. Brown v. Gopher Resource, LLC, et al.,
Case No. 21-CA-001695 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
13. C.F., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012976 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
14. C.R. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012799 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
15. C.S. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012906 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
16. C.W. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012907 (Fla. 13th Cir. Ct., Hillsborough Cnty.)

17. D.B., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012973 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
18. D.C. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-004736 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
19. D.H. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012904 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
20. D.J., et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-002998 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
21. Des.P v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012795 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
22. Dev.P v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012797 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
23. E.M., et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-002969 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
24. G.C., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012924 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
25. J.B. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012908 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
26. J.D. v. Gopher Resource, LLC, et al, et al.,
Case No. 24-CA-003117 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
27. J.L. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012920 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
28. J.M. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012923 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
29. Ja.D., et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-002972 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
30. K.L., et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-002973 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
31. K.M. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012921 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
32. Ka.M., et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-003000 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
33. Ka.S. v. Gopher Resource, LLC, et al.,

- Case No. 23-CA-012800 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
34. Kr.S. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012801 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 35. L.P., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012922 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 36. M.C., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012979 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 37. M.E., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012972 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 38. M.L., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012986 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 39. M.R., et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012905 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 40. Manu-Anno, et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-000755 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 41. Moore v. Gopher Resource, LLC, et al.,
Case No. 22-CA-007893 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 42. Mr.P. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012903 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 43. N.L. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-004738 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 44. N.W. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012803 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 45. P.R. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-002974 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 46. R.W., et al. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-002967 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 47. S.S. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012900 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 48. Scandrett, et al. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012178-A (Fla. 13th Cir. Ct., Hillsborough Cnty.)
 49. T.F. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-003107 (Fla. 13th Cir. Ct., Hillsborough Cnty.)

50. T.F. v. Gopher Resource, LLC, et al, et al.,
Case No. 24-CV-00184 (Fla. Middle Dist.)
51. T.S. v. Gopher Resource, LLC, et al.,
Case No. 23-CA-012802 (Fla. 13th Cir. Ct., Hillsborough Cnty.)
52. Z.D. v. Gopher Resource, LLC, et al.,
Case No. 24-CA-003108 (Fla. 13th Cir. Ct., Hillsborough Cnty.)

EXHIBIT 12

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION

CB, a Minor, by and through his
Parents and Natural Guardians,
KOUNGNUM BROWN and
TOMIKA BROWN,

Plaintiff,

Case No.: 21-CA-4494

v.

Division G

GOPHER RESOURCE, LLC, and
ENVIROFOCUS TECHNOLOGIES,
LLC,

Defendants.

ORDER GRANTING IN PART AND DENYING IN PART
DEFENDANTS' MOTION TO DISMISS

THIS CAUSE came to be heard on September 19, 2022, on Defendants' Motion to Dismiss the Amended Complaint ("Motion"). The Court, having considered the argument of counsel and being otherwise fully advised, **ORDERS AND ADJUDGES** as follows:

1. The Motion is **GRANTED** in part as to Count 1 (Strict Liability -- Gopher Resource, LLC), Count 3 (Strict Liability -- Envirofocus Technologies, LLC), Count 4 (Non-Delegable Duty -- Envirofocus Technologies, LLC), and Count 5 (Negligence -- Envirofocus Technologies, LLC). Counts 1, 3, 4, and 5 are hereby **DISMISSED** without prejudice.
2. The Motion is **DENIED** in part as to Count 2 (Negligence -- Gopher Resource, LLC).
3. Plaintiff requested and was given leave to file a Second Amended Complaint as to Count 2 (Negligence -- Gopher Resource, LLC), which he has done.
4. Defendants' time to answer or otherwise respond to the Second Amended Complaint shall be tolled until **October 14, 2022**.

DONE AND ORDERED in Hillsborough County, Florida on this ____ day of

_____, 2022.

21-CA-004494 10/10/2022 4:23:09 PM

21-CA-004494 10/10/2022 4:23:09 PM

HONORABLE CHRISTOPHER C. NASH
Circuit Judge

EXHIBIT 13

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION

AHMAD MOORE, et al.,

Plaintiffs,

v.

Case No. 2022-CA-007893

GOPHER RESOURCE, LLC, and
ENVIROFOCUS TECHNOLOGIES, LLC,

Defendants.

ORDER GRANTING IN PART AND DENYING IN PART
DEFENDANTS' MOTION TO DISMISS

THIS CAUSE came to be heard on March 6, 2023, on Defendants' Motion to Dismiss Plaintiffs' Complaint ("Motion"). The Court, having considered the argument of counsel and being otherwise fully advised, **ORDERS AND ADJUDGES** as follows:

1. The Motion is **GRANTED** in part as to Count 1 (Strict Liability Under Fla. Stat. §§ 376.30-376.317) and Count 3 (Battery). Counts 1 and 3 are hereby **DISMISSED** without prejudice.
2. The Motion is **DENIED** in part as to Count 2 (Negligence).
3. The Motion is **DENIED** as it relates to the application of the Workers' Compensation Act, without prejudice.
4. The Court also directs the Parties to conduct limited discovery on the application of the Workers' Compensation Act. Such discovery shall be completed within 45 days from the filing of the First Amended Complaint by Plaintiffs.
5. Plaintiffs shall have 20 days from the date of this hearing to file a First Amended Complaint if they choose to do so.
6. Defendants' time to answer or otherwise respond to the First Amended Complaint shall be 20 days from its filing.

DONE AND ORDERED in Hillsborough County, Florida on this ____ day of

_____, 2023.

22-CA-007893 3/21/2023 3:25:33 PM
22-CA-007893 3/21/2023 3:25:33 PM

HONORABLE CHRISTOPHER C. NASH
Circuit Judge

Prepared by:

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Florida Bar No.: 173797
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Counsel for Plaintiffs

Agreed to by:

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wlane@wiley.law
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Counsel for Defendants

EXHIBIT 14

IN THE CIRCUIT COURT
OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.: 22-CA-007893

AHMAD MOORE, et al,

Plaintiffs,

vs.

GOPHER RESOURCE, LLC and
ENVIROFOCUS TECHNOLOGIES, LLC,

Defendants.

TRANSCRIPT OF REMOTE HEARING PROCEEDINGS

Pages 1 - 13

DATE TAKEN: Friday, January 19, 2024
TIME: 9:00 a.m. - 9:21 a.m.
PLACE: REMOTE VIA ZOOM
BEFORE: Honorable Christopher Nash

This cause came on to be heard at the time and place aforesaid, when and where the following proceedings were stenographically remotely reported by:

Meschelle D. Manley, CSR, LCR

JOB NO.: 347009

A P P E A R A N C E S

(Remotely Attended)

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25On Behalf of the Plaintiff:

Farrell & Fuller Law
27 Munoz Rivera Avenue
Suite 201
San Juan, Puerto Rico 00918
939-293-8244

BY: MICHAEL J. FULLER, JR., ESQUIRE
mike@farrellfuller.com

On Behalf of the Defendants:

Wiley Rein, LLP
2050 M Street Northwest
Washington, D.C. 20036
202-719-7000

BY: RICHARD W. SMITH, ESQUIRE
rwsmith@wiley.law

1 The following proceedings began at 9:07 a.m.

2 THE COURT: Ahmad Moore vs. Gopher Resource,
3 LLC and EnviroFocus Technologies, LLC,
4 2022-CA-7893. Appearances?

5 MR. FULLER: Mike Fuller on behalf of the
6 plaintiff, Your Honor.

7 MR. SMITH: Richard Smith on behalf of the
8 defendants.

9 THE COURT: Okay. Thank you. Thank you all.
10 I appreciate everyone's patience here. Everyone's
11 presentations were great and briefing was really
12 good, like always. So I wanted a chance to reread
13 the briefing, which I have done. I'm going to go
14 ahead and make a ruling on the motion to dismiss.
15 It's probably, in some ways, kind of an
16 anticlimactic ruling, but I'll explain why I'm
17 ruling this way.

18 I'm going to deny the motion to dismiss for
19 the jurisdiction, and the reason I'm doing that is
20 because I just think it's a summary judgment
21 issue. And we talked about this last time. I
22 expressed some confusion about it because there
23 seemed to be some cases and different fact
24 patterns that stood for it being appropriate to
25 deal with this on a motion to dismiss and it not

1 being appropriate to deal with this as a motion to
2 dismiss.

3 The defendants have suggested that it would
4 be appropriate for the Court to deal with it as a
5 motion to dismiss, and I certainly understand the
6 logic to that position. You know, I understand
7 all of the -- you know, the purpose for that that
8 was cited about immunity, that they're -- you
9 know, not being a point to immunity if somebody
10 has to litigate an immunity from a suit for a long
11 time and spend a lot of money before that's
12 established. And so I definitely get why it is
13 important to deal with that as early as possible
14 in the case.

15 So the defendants cited, you know, the court
16 case, for example, and cases using GlenEagle and,
17 you know, the Venetian Salami approach where you
18 deal -- where a court can deal with a
19 jurisdictional issue for a motion to dismiss
20 through the affidavit procedure. The defendant
21 files the affidavit to establish that immunity
22 applies and then the burden shifts to the
23 plaintiff to prove a basis by which jurisdiction
24 can be obtained.

25 In this case, what's at issue is

1 440.11(1)(b)(2), the intentional tort exception.
2 That was specifically pled in paragraph 68 of the
3 plaintiff's amended complaint. And I just don't
4 think that -- where you have what's at issue in
5 440.11(1)(b)(2), I just don't think that you can
6 do that with the Venetian Salami procedure because
7 what that would mean is that the plaintiff has to
8 file affidavits and they meet their initial
9 burden, and then to establish the intentional tort
10 exception, the plaintiff would have to file an
11 affidavit to prove, by clear and convincing
12 evidence, things like what the the employer knows;
13 you know, the employer knows the conduct presents
14 a danger; where the knowledge comes from, that the
15 knowledge of the danger comes from prior similar
16 incidents; the nature of the prior similar
17 incidents; that they specifically identified a
18 known danger; that the known danger is virtually
19 certain to result in an employee's injury or
20 death. And, you know, some of the cases I read in
21 preparation indicated just how high of a standard
22 that is.

23 I mean, I think it may be an old case, so I
24 don't know if this is still the case, but I think
25 I read a case that said that there were no

1 recorded cases where that had been achieved. And,
2 you know, "virtually certain" means always causes
3 injury or death or almost always causes injury or
4 death. I mean, that is -- that's a very steep
5 climb, especially by clear and convincing
6 evidence. And then an employer concealed or
7 misrepresented the danger.

8 So if you deal with that as a motion to
9 dismiss at the beginning of the case, shortly
10 after the pleadings and a limited discovery, I
11 just -- I just don't see how it's possible for the
12 plaintiff to do that through limited discovery. I
13 mean, that -- you know, I gave, I think, 45 days
14 for discovery at the beginning of this. You now,
15 I guess I just didn't realize how much -- how
16 great the issues were that would have to be
17 decided to resolve whether the intentional tort
18 exception applies.

19 You know, one thing I noticed was the List
20 Industries case, which was cited by the
21 defendants, and there was some dicta in that case
22 where the Court noted: "We write separately to
23 note that given the stringent standard required to
24 overcome an employer's statutory immunity, this
25 issue is amenable to being decided on summary

1 judgment.

2 Now, what I didn't see was any case that
3 dealt with 440.11(1)(b)(2), the intentional tort
4 exception as a motion to dismiss. It just seems
5 like that's a summary judgment issue and that the
6 plaintiff should be afforded some discovery at
7 least on the application of intentional tort
8 exception that would be broader than what they've
9 been permitted so far. And, then, certainly, I
10 think that it's clear to me through the case law
11 that it absolutely is appropriate for summary
12 judgment, and at some point, the plaintiff -- if
13 the summary judgment motion is filed, the
14 plaintiff is going to have to come forward with
15 summary judgment evidence that would demonstrate
16 that a reasonable juror could find, by clear and
17 convincing evidence, every single one of those
18 elements: The employer knew their conduct
19 presented a danger; the knowledge of the danger
20 came from prior similar incidents; the prior
21 similar incidents specifically identified a known
22 danger; the danger --

23 THE COURT STENOGRAPHER: Judge Nash, I'm so
24 sorry to interrupt you. My battery -- apparently
25 the plug in here is not working. I just need to

1 plug my computer in or I'm going to lose you.

2 THE COURT: Oh, okay. Go ahead.

3 (Brief pause in proceedings to address
4 technical issue.)

5 THE COURT STENOGRAPHER: I'm ready, sir.

6 THE COURT: Okay. And do I need to back up?
7 I mean, did you get most of that?

8 THE COURT STENOGRAPHER: I got everything up
9 to basically where I stopped you, if you remember
10 that. Or I can read back what you said.

11 THE COURT: No, that's all right. I think I
12 made the point that, at some point, the plaintiff
13 is going to have to come forward with summary
14 judgment evidence from which a reasonable juror
15 could conclude, by clear and convincing evidence,
16 all of the elements that are required under
17 440.11(1)(b)(2), but I think they -- before that,
18 before that's a fair fight, they've got to be able
19 to get some discovery on 440.11(1)(b)(2) factors.

20 So I just think that this is a summary
21 judgment issue, like List Industries suggested it
22 is, and not a motion to dismiss issue. So that's
23 it. That's my ruling.

24 MR. FULLER: Judge, if I might inquire?

25 THE COURT: Yes, sir.

1 MR. FULLER: And I certainly don't disagree
2 with the Court's ruling at all, but I think we
3 have an additional factor to look at -- right? --
4 because before we can get to whether exceptions
5 apply, the Court is going to have to make a
6 determination as to whether the defendants qualify
7 under the Worker's Comp Act, for the protections,
8 and that's something that's been contested on both
9 sides.

10 THE COURT: Okay. I mean, if you want me to
11 make that finding, yes, I think that the
12 defendants' established immunity applies, but I
13 don't think it's fair for you to go forward -- I
14 don't think it's -- the reason I think it's a
15 summary judgment issue is, if you're relying on
16 the intentional tort doctrine, I think you should
17 get some discovery on that.

18 MR. FULLER: Okay.

19 THE COURT: Right?

20 MR. FULLER: No, I don't disagree with the
21 Court on that. I think the issue is also summary
22 judgment as to whether the act applies at all,
23 and, here, I don't think we necessarily disputed
24 whether it applied to EnviroFocus. The argument
25 was whether or not it applied to Gopher Resources.

1 THE COURT: I just want to deal with the
2 whole thing on summary judgment.

3 MR. FULLER: Very good, Judge. We'll prepare
4 an order, Your Honor. And I'm assuming that makes
5 the motion to strike moot? Is that what the Court
6 is finding?

7 THE COURT: Well, I mean, if you're asking
8 for a ruling, I would definitely deny your motion.
9 But, it's yeah, I think it's moot.

10 MR. FULLER: Very good, Judge. We'll prepare
11 the orders and get them submitted.

12 THE COURT: Okay. Sounds good.

13 MR. SMITH: Well, Your Honor, if I could ask
14 one question?

15 THE COURT: Yes, sir.

16 MR. SMITH: It sounds like you're denying
17 this as a matter of law on the issue of a motion
18 to dismiss is an improper vehicle?

19 THE COURT: Yes, sir. And I'm happy to say
20 that because I imagine that you might want to
21 appeal it and you should appeal it. So, you know,
22 if you want to contest it that way, it's probably
23 a -- you know, you made good points in your brief.
24 So I could definitely be wrong in the way I'm
25 handling that. So yes, I am finding that where

1 440.11(1)(b)(2), the intentional tort exception,
2 is at issue, a court has got to deal with that on
3 summary judgment rather than on a motion to
4 dismiss as a matter of law.

5 MR. SMITH: Thank you, Your Honor.

6 MR. FULLER: And, Judge, how should we
7 proceed from here? Are we opening discovery? And
8 quite frankly, I think I'll talk with Mr. Smith
9 and his side as well and see if they do intend to
10 take an appeal. And if that's the case, I'm
11 assuming the case will be stayed while pending
12 appeal?

13 THE COURT: What are you asking me?

14 MR. FULLER: Otherwise, should we open
15 discovery related to this issue on the intentional
16 tort or do we open discovery full bore?

17 THE COURT: I mean, I still think we
18 should -- I mean, the truth, is I don't know how
19 much of a delta there would be between
20 440.11(1)(b)(2) discovery and full discovery, but
21 I think at this point, 440.11(1)(b)(2) discovery
22 is what I have in mind, and then we get to the
23 summary judgment stage. I mean, I would think
24 that would be most of the discovery anyway.

25 MR. FULLER: Judge, how about this? I will

1 confer with Mr. Smith on his side and see if we
2 can come up with anything else that may be more
3 practical and let the Court know.

4 THE COURT: Sounds good.

5 MR. FULLER: Very good, Judge.

6 THE COURT: All right. Anything from anyone
7 else?

8 MR. SMITH: I don't think so, Your Honor.
9 Thank you.

10 THE COURT: Thanks, everyone.

11 Ms. Manley, we appreciate you filling in for
12 us, and I'll see you at 9:30.

13 THE COURT STENOGRAPHER: Yes, sir.

14 (The proceedings concluded at 9:21 a.m.)
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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I, MESCHELLE D. MANLEY, CSR, LCR, do hereby
certify that I was authorized to and did
stenographically report the foregoing hearing remotely
via Zoom, and that the transcript is a true record of
my stenographic notes.

I FURTHER CERTIFY that I am not a relative,
employee, attorney, or counsel of any of the parties,
nor am I a relative or employee of any of the parties'
attorney or counsel connected with the action, nor am I
financially interested in the action.

Dated this 29th day of January 2024.

MESCHELLE D. MANLEY, CSR, LCR

IN THE CIRCUIT COURT
OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.: 22-CA-007893

AHMAD MOORE, et al,

Plaintiffs,

vs.

GOPHER RESOURCE, LLC and
ENVIROFOCUS TECHNOLOGIES, LLC,

Defendants.

TRANSCRIPT OF REMOTE HEARING PROCEEDINGS

Pages 1 - 13

DATE TAKEN: Friday, January 19, 2024
TIME: 9:07 a.m. - 9:21 a.m.
PLACE: REMOTE VIA ZOOM
BEFORE: Honorable Christopher Nash

This cause came on to be heard at the time and place aforesaid, when and where the following proceedings were stenographically remotely reported by:

Meschelle D. Manley, CSR, LCR

JOB NO.: 347009

A P P E A R A N C E S

(Remotely Attended)

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25On Behalf of the Plaintiff:

Farrell & Fuller Law
27 Munoz Rivera Avenue
Suite 201
San Juan, Puerto Rico 00918
939-293-8244

BY: MICHAEL J. FULLER, JR., ESQUIRE
mike@farrellfuller.com

On Behalf of the Defendants:

Wiley Rein, LLP
2050 M Street Northwest
Washington, D.C. 20036
202-719-7000

BY: RICHARD W. SMITH, ESQUIRE
rwsmith@wiley.law

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5 MR. FULLER: Mike Fuller on behalf of the
6 plaintiff, Your Honor.

7 MR. SMITH: Richard Smith on behalf of the
8 defendants.

9 THE COURT: Okay. Thank you. Thank you all.
10 I appreciate everyone's patience here. Everyone's
11 presentations were great and briefing was really
12 good, like always. So I wanted a chance to reread
13 the briefing, which I have done. I'm going to go
14 ahead and make a ruling on the motion to dismiss.
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16 anticlimactic ruling, but I'll explain why I'm
17 ruling this way.

18 I'm going to deny the motion to dismiss for
19 the jurisdiction, and the reason I'm doing that is
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21 issue. And we talked about this last time. I
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11 affidavit to prove, by clear and convincing
12 evidence, things like what the the employer knows;
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14 a danger; where the knowledge comes from, that the
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16 incidents; the nature of the prior similar
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18 known danger; that the known danger is virtually
19 certain to result in an employee's injury or
20 death. And, you know, some of the cases I read in
21 preparation indicated just how high of a standard
22 that is.

23 I mean, I think it may be an old case, so I
24 don't know if this is still the case, but I think
25 I read a case that said that there were no

1 recorded cases where that had been achieved. And,
2 you know, "virtually certain" means always causes
3 injury or death or almost always causes injury or
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5 climb, especially by clear and convincing
6 evidence. And then an employer concealed or
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12 plaintiff to do that through limited discovery. I
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15 I guess I just didn't realize how much -- how
16 great the issues were that would have to be
17 decided to resolve whether the intentional tort
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20 Industries case, which was cited by the
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22 where the Court noted: "We write separately to
23 note that given the stringent standard required to
24 overcome an employer's statutory immunity, this
25 issue is amenable to being decided on summary

1 judgment.

2 Now, what I didn't see was any case that
3 dealt with 440.11(1)(b)(2), the intentional tort
4 exception as a motion to dismiss. It just seems
5 like that's a summary judgment issue and that the
6 plaintiff should be afforded some discovery at
7 least on the application of intentional tort
8 exception that would be broader than what they've
9 been permitted so far. And, then, certainly, I
10 think that it's clear to me through the case law
11 that it absolutely is appropriate for summary
12 judgment, and at some point, the plaintiff -- if
13 the summary judgment motion is filed, the
14 plaintiff is going to have to come forward with
15 summary judgment evidence that would demonstrate
16 that a reasonable juror could find, by clear and
17 convincing evidence, every single one of those
18 elements: The employer knew their conduct
19 presented a danger; the knowledge of the danger
20 came from prior similar incidents; the prior
21 similar incidents specifically identified a known
22 danger; the danger --

23 THE COURT STENOGRAPHER: Judge Nash, I'm so
24 sorry to interrupt you. My battery -- apparently
25 the plug in here is not working. I just need to

1 plug my computer in or I'm going to lose you.

2 THE COURT: Oh, okay. Go ahead.

3 (Brief pause in proceedings to address
4 technical issue.)

5 THE COURT STENOGRAPHER: I'm ready, sir.

6 THE COURT: Okay. And do I need to back up?
7 I mean, did you get most of that?

8 THE COURT STENOGRAPHER: I got everything up
9 to basically where I stopped you, if you remember
10 that. Or I can read back what you said.

11 THE COURT: No, that's all right. I think I
12 made the point that, at some point, the plaintiff
13 is going to have to come forward with summary
14 judgment evidence from which a reasonable juror
15 could conclude, by clear and convincing evidence,
16 all of the elements that are required under
17 440.11(1)(b)(2), but I think they -- before that,
18 before that's a fair fight, they've got to be able
19 to get some discovery on 440.11(1)(b)(2) factors.

20 So I just think that this is a summary
21 judgment issue, like List Industries suggested it
22 is, and not a motion to dismiss issue. So that's
23 it. That's my ruling.

24 MR. FULLER: Judge, if I might inquire?

25 THE COURT: Yes, sir.

1 MR. FULLER: And I certainly don't disagree
2 with the Court's ruling at all, but I think we
3 have an additional factor to look at -- right? --
4 because before we can get to whether exceptions
5 apply, the Court is going to have to make a
6 determination as to whether the defendants qualify
7 under the Worker's Comp Act, for the protections,
8 and that's something that's been contested on both
9 sides.

10 THE COURT: Okay. I mean, if you want me to
11 make that finding, yes, I think that the
12 defendants' established immunity applies, but I
13 don't think it's fair for you to go forward -- I
14 don't think it's -- the reason I think it's a
15 summary judgment issue is, if you're relying on
16 the intentional tort doctrine, I think you should
17 get some discovery on that.

18 MR. FULLER: Okay.

19 THE COURT: Right?

20 MR. FULLER: No, I don't disagree with the
21 Court on that. I think the issue is also summary
22 judgment as to whether the act applies at all,
23 and, here, I don't think we necessarily disputed
24 whether it applied to EnviroFocus. The argument
25 was whether or not it applied to Gopher Resources.

1 THE COURT: I just want to deal with the
2 whole thing on summary judgment.

3 MR. FULLER: Very good, Judge. We'll prepare
4 an order, Your Honor. And I'm assuming that makes
5 the motion to strike moot? Is that what the Court
6 is finding?

7 THE COURT: Well, I mean, if you're asking
8 for a ruling, I would definitely deny your motion.
9 But, it's yeah, I think it's moot.

10 MR. FULLER: Very good, Judge. We'll prepare
11 the orders and get them submitted.

12 THE COURT: Okay. Sounds good.

13 MR. SMITH: Well, Your Honor, if I could ask
14 one question?

15 THE COURT: Yes, sir.

16 MR. SMITH: It sounds like you're denying
17 this as a matter of law on the issue of a motion
18 to dismiss is an improper vehicle?

19 THE COURT: Yes, sir. And I'm happy to say
20 that because I imagine that you might want to
21 appeal it and you should appeal it. So, you know,
22 if you want to contest it that way, it's probably
23 a -- you know, you made good points in your brief.
24 So I could definitely be wrong in the way I'm
25 handling that. So yes, I am finding that where

1 440.11(1)(b)(2), the intentional tort exception,
2 is at issue, a court has got to deal with that on
3 summary judgment rather than on a motion to
4 dismiss as a matter of law.

5 MR. SMITH: Thank you, Your Honor.

6 MR. FULLER: And, Judge, how should we
7 proceed from here? Are we opening discovery? And
8 quite frankly, I think I'll talk with Mr. Smith
9 and his side as well and see if they do intend to
10 take an appeal. And if that's the case, I'm
11 assuming the case will be stayed while pending
12 appeal?

13 THE COURT: What are you asking me?

14 MR. FULLER: Otherwise, should we open
15 discovery related to this issue on the intentional
16 tort or do we open discovery full bore?

17 THE COURT: I mean, I still think we
18 should -- I mean, the truth, is I don't know how
19 much of a delta there would be between
20 440.11(1)(b)(2) discovery and full discovery, but
21 I think at this point, 440.11(1)(b)(2) discovery
22 is what I have in mind, and then we get to the
23 summary judgment stage. I mean, I would think
24 that would be most of the discovery anyway.

25 MR. FULLER: Judge, how about this? I will

1 confer with Mr. Smith on his side and see if we
2 can come up with anything else that may be more
3 practical and let the Court know.

4 THE COURT: Sounds good.

5 MR. FULLER: Very good, Judge.

6 THE COURT: All right. Anything from anyone
7 else?

8 MR. SMITH: I don't think so, Your Honor.
9 Thank you.

10 THE COURT: Thanks, everyone.

11 Ms. Manley, we appreciate you filling in for
12 us, and I'll see you at 9:30.

13 THE COURT STENOGRAPHER: Yes, sir.

14 (The proceedings concluded at 9:21 a.m.)
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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I, MESCHELLE D. MANLEY, CSR, LCR, do hereby
certify that I was authorized to and did
stenographically report the foregoing hearing remotely
via Zoom, and that the transcript is a true record of
my stenographic notes.

I FURTHER CERTIFY that I am not a relative,
employee, attorney, or counsel of any of the parties,
nor am I a relative or employee of any of the parties'
attorney or counsel connected with the action, nor am I
financially interested in the action.

Dated this 29th day of January 2024.

MESCHELLE D. MANLEY, CSR, LCR