

CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA

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 the 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 the 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 the Preliminary Approval Date, you may be entitled to a monetary award and other relief from a proposed class action settlement.

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 the Preliminary Approval Date, you may be entitled to a monetary award or other relief from a proposed class action settlement.

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

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.

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 monetary award and other relief is to submit a Claim Form and Supporting Documentation. Claim Forms must be submitted online or postmarked by October 21, 2024.
EXCLUDE YOURSELF (OPT OUT)	To be excluded from the Settlement, Requests for Exclusion must be postmarked or submitted online by September 23, 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 September 23, 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 scheduled no earlier than 180 days from the Preliminary Approval Date. Please visit www.GopherSettlement.com or call 1-877-321-3027 for updates on when the Fairness Hearing will occur.
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 will be scheduled no earlier than 180 days from the Preliminary Approval Date. Please visit www.GopherSettlement.com or call 1-877-321-3027 for updates on when the Fairness Hearing will occur.
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 the 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.
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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 1-877-321-3027.

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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 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 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 “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 the 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 the 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 the 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 1-877-321-3027 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 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 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, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or online at www.GopherSettlement.com. If you have any questions about how to file a claim, call 1-877-321-3027 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 no earlier than 180 days from the Preliminary Approval Date to decide whether to approve the Settlement. Please visit www.GopherSettlement.com or call 1-877-321-3027 for updates on when the Fairness Hearing will occur. 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.GopherSettlement.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 their self 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: October 21, 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 1-877-321-3027.

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 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, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 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 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, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 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 1-877-321-3027.

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 September 23, 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 September 23, 2024 or submit the request online through the claims portal no later than September 23, 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*
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

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 September 23, 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 at 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 September 23, 2024. In order to object, the Settlement Class Member must file the objection with the Court on or before September 23, 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 the Settlement Administrator, Settlement Class Counsel and Defense Counsel, at the addresses set forth below, no later than September 23, 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 September 23, 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 no earlier than 180 days from the Preliminary Approval Date in Courtroom 503 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. Please visit www.GopherSettlement.com or call 1-877-321-3027 for updates on when the Fairness Hearing will occur. 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 15 above, no later than September 23, 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 1-877-321-3027.

30. How do I get more information?

You can call toll-free 1-877-321-3027, 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.