

**CLASS ACTION SETTLEMENT AGREEMENT**

*(Subject to Court Approval)*

## TABLE OF CONTENTS

	<b>Page</b>
I. INTRODUCTION .....	1
II. RECITALS .....	1
III. TERMS AND DEFINITIONS.....	5
IV. EFFECTIVE DATE.....	13
V. NOTICE TO THE CLASS & SETTLEMENT ADMINISTRATION.....	13
5.1 Method to Provide Notice.....	13
5.2 Dissemination of Notice .....	13
5.3 Direct Notice.....	13
5.4 Update U.S. Mail Addresses.....	14
5.5 Undeliverable Notice via U.S. Mail.....	14
5.6 Reminder Email Notice.....	14
5.7 Internet Notice .....	15
5.8 Publication Notice.....	15
5.9 Processing Claim Forms .....	15
5.10 Failure to Follow Notice Instructions .....	16
5.11 Maintenance, Inspection, and Reporting of Records .....	16
VI. OBJECTIONS.....	17
6.1 Informing Class Members of Right to Object.....	17
6.2 Objection Mechanics .....	17
6.3 Failure to Timely Object.....	18
VII. COOPERATION, PRELIMINARY APPROVAL, AND FINAL APPROVAL .....	19
7.1 Cooperation and Reasonable Best Efforts .....	19
7.2 Preliminary Approval Motion.....	19
7.3 Preliminary Approval Hearing.....	20
7.4 Final Approval .....	20
7.5 Dismissals .....	21
VIII. SETTLEMENT PAYMENTS & SETTLEMENT ALLOCATION.....	22
8.1 Establishment of Escrow Account .....	22
8.2 Establishment of Net Settlement Fund and Other Funds Within Escrow Account.....	22
8.3 Procedures Governing the Escrow Account, Released-Claim Fund, Subrogation Fund, and Supplemental Fund.....	25

8.4	No Representations Regarding Tax Treatment.....	27
8.5	Distributions – Settlement Administration, Fee Award, and Class Representative Awards .....	29
8.7	Plan of Distribution.....	29
8.8	Supplemental Fund .....	32
8.9	Payments to Class Members .....	32
8.10	Distributions to Non-Class Members .....	33
8.11	Distribution of Remaining Balances Released-Claim Fund, Subrogation Fund, and Supplemental Fund .....	34
8.12	Amounts Paid Not a Penalty .....	34
IX.	RELEASE.....	34
9.1	Scope of Release.....	34
9.2	Enforcement.....	35
9.3	Covenant Not to Sue.....	35
9.4	All Claims Satisfied by Net Settlement Fund.....	36
9.5	Release as a Full Defense .....	36
X.	GROUND FOR TERMINATION OF THE SETTLEMENT .....	36
10.1	Grounds for Termination .....	36
10.2	Class Representatives’ Right To Terminate .....	37
10.3	Defendants’ Right To Terminate .....	37
10.4	Court’s Discretion.....	38
XI.	CONDITIONS FOR SETTLEMENT EFFECTIVENESS.....	38
11.1	Conditions Precedent to Effective Date.....	38
11.2	Disputes Concerning the Effective Date.....	39
11.3	Resumption of Class Litigation .....	39
XII.	CLASS COUNSEL’S FEES AND COSTS AND CLASS REPRESENTATIVE INCENTIVE AWARDS.....	40
XIII.	REPRESENTATIONS BY CLASS COUNSEL.....	41
13.1	Class Counsel’s Present Intentions .....	41
XIV.	MISCELLANEOUS .....	41
14.1	Authority .....	41
14.2	Integrated and Final Agreement.....	41
14.3	Waiver.....	42
14.4	Exhibits .....	42
14.5	Attorneys’ Fees and Costs .....	42

14.6	Voluntary Settlement and Agreement; Advice of Counsel.....	42
14.7	Non-Assignment .....	43
14.8	Inconsistency with the Settlement Agreement.....	43
14.9	Future Use of Settlement Agreement.....	43
14.10	Execution in Counterparts.....	44
14.11	Choice of Law .....	44
14.12	Construction / No Presumption.....	45
14.13	Privilege and Confidentiality .....	45
14.14	Notice.....	45

## **I. INTRODUCTION**

This Settlement Agreement is entered into by and between Chemtool Incorporated (“Chemtool”) and The Lubrizol Corporation (“Lubrizol”) (collectively “Defendants” as defined in Section III) on the one hand; and Charles K. Grasley, Paige Hoops, Diane Connelly, Eric Osberg for themselves individually and on behalf of the Class (as defined in Section III), and Stephanie Mackey, Nick Migliore, and Sara Henderson for themselves individually on the other hand, and with respect to Section XIII, Class Counsel.

The terms and conditions of this Settlement Agreement are as follows:

## **II. RECITALS**

WHEREAS, on June 14, 2021, a fire occurred at the facility of Chemtool located at 1165 Prairie Hill Road, Rockton, Illinois 61072 (the “Incident,” as defined in Section III);

WHEREAS, the Class has alleged or could have alleged Incident-Related-Claims (as defined in Section III) against Chemtool and/or Lubrizol arising out of or related to the Incident;

WHEREAS, the following lawsuits seeking class certification arising out of the Incident have been filed:

- On June 17, 2021, Charles K. Grasley, Paige Hoops, Diane Connelly, and Eric Osberg filed a putative class action lawsuit against Chemtool in the Circuit Court of the Seventeenth Judicial District in Winnebago County, Illinois, *Grasley, et al. v. Chemtool, Inc.*, No. 21- L-162 (“*Grasley*”), seeking relief for alleged property damages as the result of the Incident;
- On June 18, 2021, Stephanie Mackey and Nick Migliore filed a putative class action lawsuit against Chemtool and Lubrizol in the Circuit Court of the Seventeenth Judicial District in Winnebago County, Illinois seeking relief for alleged property damages as a result of the Incident, which was subsequently removed to the United States District Court for the Northern District of Illinois, Western Division, as *Mackey, et al. v. Chemtool, et al.*, No. 21-cv-50283 (N.D. Ill.) (“*Mackey*”);
- On June 28, 2023, Sara Henderson filed a putative class action lawsuit against Chemtool and Lubrizol in the Circuit Court of the Seventeenth Judicial Circuit in Winnebago County, Illinois seeking relief for alleged property damages as the result of the Incident, which was subsequently removed to the United States District Court for

the Northern District of Illinois, Western Division, as *Henderson,, et al. v. Chemtool, et al.*, No. 21-cv-50285 (N.D. Ill.) (“*Henderson*”) and later consolidated with *Mackey*;

WHEREAS, on October 10, 2022, the Court in *Grasley* entered an Order granting class certification regarding liability and injunctive relief and certifying a class consisting of “all current Illinois citizens who were, on June 14, 2021, owners or tenants of property located in Illinois within a three-mile radius of the Chemtool Chemical Plant;”

WHEREAS, on November 4, 2022, the Court in *Grasley* entered an Order approving Charles Grasley, Diane Connelly, Paige Hoops, and Eric Osberg to serve as class representatives and approving the following attorneys to serve in the following capacities (“Class Counsel”):

Co-Lead Class Counsel

Robert M. Foote of Foote, Milke, Chavez & O’Neil, LLC  
Daniel R. Flynn of DiCello Levitt LLP  
Robert S. Libman of Miner, Barnhill & Galland, P.C.

Liaison Counsel for the Class

Marc C. Gravino of Williams McCarthy LLP.

Plaintiffs’ Steering Committee for the Class

Kathleen Chavez of Foote, Mielke, Chavez & O’Neil, LLC  
Deanna N. Pihos of Miner, Barnhill & Galland, P.C.  
Edward Manzke of The Collins Law Firm, P.C.  
Steven Hart of Hart, McLaughlin & Eldridge LLC  
David Neiman of Romanucci & Blandin, LLC

WHEREAS, on February 10, 2023, the Court in *Grasley* entered an Order directing Class Counsel to issue a Notice of Pendency of Class Action Lawsuit to Plaintiffs (“Notice of Class Pendency”);

WHEREAS, Class Counsel represents that Exhibit 1 is the Opt-Out List (as defined in Section III);

WHEREAS, Class Counsel and Defendants’ Counsel (as defined in Section III) represent

that, based on a reasonable investigation, they have compiled and agreed that Exhibit 2 is a list of known subrogated claims related to the Incident, “Subrogation Claims,” (as defined in Section III);

WHEREAS, on June 23, 2023, the Court in *Grasley* declined to grant the Motion for Class Certification Regarding Damages filed by the Class;

WHEREAS, Stephanie Mackey, Nick Migliore, and Sara Henderson have filed in *Mackey* a motion, now fully briefed, seeking class certification and *inter alia*, appointment as class representatives, a ruling on which was stayed by order of the *Mackey* court on September 7, 2023 while the Parties (as defined in Section III) engaged in settlement negotiations;

WHEREAS, the Class and Defendants have vigorously litigated for more than two and a half years, including extensive fact investigation, discovery, expert analysis, and motion practice;

WHEREAS, Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Class Litigation (as defined in Section III) and Defendants’ potential defenses. Class Counsel believe that the claims asserted in *Grasley* have merit, they succeeded in obtaining adversarial certification of the Class in *Grasley* for liability and injunctive relief, and they believe they would prevail on the merits at summary judgment or at trial. However, Class Counsel recognize that Defendants have raised factual and legal defenses in the Class Litigation that present a significant risk that Class Representatives may not prevail and/or that no class will be certified for trial. Class Counsel have also taken into account the uncertainty of outcome and the risks of any litigation, especially in complex actions, as well as difficulty and delay inherent in such litigation. Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good-faith negotiations, and in the best interests of the Class, and the terms and conditions of this Agreement will be provided to the Class without delay. Therefore, Class Counsel believe that it is desirable that the Released Claims (as

defined in Section III) be fully and finally released, compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement;

WHEREAS, Defendants deny the material allegations in the Class Litigation, as well as all allegations of wrongdoing and liability asserted or that could have been asserted, and contend that certification in *Grasley* as to liability and injunctive relief was improper.<sup>1</sup> Defendants also assert that they would have prevailed on the Class's motions to certify a class on damages in *Grasley* and a class in *Mackey*, and they would have prevailed on the merits and on certification of any class for trial. Nevertheless, Defendants have similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation. Defendants thus desire to resolve finally and completely the pending and potential claims of the Class;

WHEREAS, the Parties believe it would be in their respective best interests and the best interests of the Class to settle all Incident-Related Claims (as defined in Section III) and avoid the risk, expense, inconvenience, and distraction of continued litigation;

WHEREAS, vigorous arm's-length settlement negotiations have taken place between the Class and Defendants, and their counsel, and with the assistance of two mediators at different times;

WHEREAS, this Settlement Agreement embodies all the terms and conditions of the settlement between the Parties and Class Counsel;

WHEREAS, the Parties, in consultation with their counsel, have had a full opportunity to

---

<sup>1</sup> Defendants reserve all rights to challenge certification of the class in *Grasley* in the event this Settlement Agreement does not successfully proceed through to the Final Approval Order. Nothing in this Settlement Agreement shall be construed as an admission by Defendants that certification of any class in the Class Litigation is, was, or would be justified under applicable law.



examine the facts and circumstances surrounding their respective decisions to accept the terms of this Settlement Agreement;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth hereof and for other good and valuable consideration, the adequacy of which is hereby acknowledged, it is agreed by and among the undersigned that the *Grasley* matter be settled, compromised, and dismissed on the merits with prejudice, subject to the approval of this Court, after a hearing as provided for in this Settlement Agreement, and any appellate review, on the following terms and conditions:

### **III. TERMS AND DEFINITIONS**

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following capitalized terms, as used herein, have the meanings specified below:

**3.1 “Agreement” or “Settlement Agreement” or “Settlement”** means this Settlement Agreement and the attached Exhibits.

**3.2 “Approved Claim”** means a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

**3.3 “Claims Deadline”** means the date by which a Claim Form must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than ninety (90) calendar days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Notice of Settlement and the Claim Form.

**3.4 “Claim Form”** means the document substantially in the form attached hereto as Exhibit 3, as approved by the Court. The Claim Form, which shall be completed by every Class

Member that wishes to file a claim for a Settlement Payment, shall be available in paper and electronic format. The Claim Form will require, *inter alia*, Class Members to provide the following information: (a) full name, (b) current U.S. Mail address, (c) current telephone number; (d) current email address, and (e) proof of tenancy and /or ownership of property within the class area on June 14, 2021. The Claim Form will not require notarization, but will require affirmation that the information supplied is true and correct. The Claim Form will provide Class Members with the option of having his/her/its Settlement Payment transmitted to him/her/it through Venmo, Zelle, Paypal, or check. Any Class Member who submits a paper Claim Form that is approved will be sent a check via U.S. Mail.

**3.5** “**Claim Process**” means any process approved by the Court by which any eligible Class Member may make a claim for monetary payment from the Net Settlement Fund.

**3.6** “**Class**” means:

All current<sup>2</sup> Illinois citizens who were, on June 14, 2021, owners or tenants of any property located in Illinois within a three-mile radius of the Chemtool Chemical Plant, excluding Chemtool Incorporated, any entities in which Chemtool has a controlling interest, any of Chemtool’s officers, directors, or employees as of June 23, 2021, any of Chemtool’s legal representatives, heirs, successors, and assigns, anyone employed with Plaintiffs’ counsels’ firms, and any Judge to whom this case is assigned and his or her immediate family.

Also excluded from the Class are all persons or entities who appear on the Opt-Out List, Exhibit 1.

**3.7** “**Class Litigation**” means the *Grasley*, *Mackey*, and *Henderson* lawsuits.

**3.8** “**Class Member**” means a person or entity who falls within the definition of the Class and who does not appear on the Opt-Out List, Exhibit 1.

---

<sup>2</sup> “Current” Illinois citizens refers to those who were Illinois citizens on June 17, 2021, the date the *Grasley* case was filed.

**3.9** “**Class Representatives**” means the named Plaintiffs in *Grasley i.e.*, Charles K. Grasley, Paige Hoops, Diane Connelly, and Eric Osberg.

**3.10** “**Class Representative Incentive Awards**” means the amounts paid to each of the Class Representatives in recognition of his/her efforts on behalf of the Class that is in addition to any Settlement Payment made pursuant to this Settlement Agreement.

**3.11** “**Contact List**” means the list of Contact Information for members of the class, as used for the Notice of Class Pendency, as well as any updates, supplementation, and corrections compiled thereafter by Defendants’ Counsel, Class Counsel, or the Settlement Administrator.

**3.12** “**Court**” means the Circuit Court of the Seventeenth Judicial Circuit in Winnebago County, Illinois, the Honorable Stephen E. Balogh presiding, or any judge who shall succeed him as the Judge assigned to *Grasley*.

**3.13** “**Defendants**” means Chemtool, Lubrizol, their respective current or former representatives, corporate representatives, successors, successors in trust, successor trustees, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

**3.14** “**Defendants’ Counsel**” means Robert Roth and Karlin Sangdahl of Reed Smith LLP, Joseph Vallort of Chilton Yambert Porter LLP, and Dominique Savinelli of Husch Blackwell LLP.

**3.15** “**Effective Date**” means the date as defined in Section IV.

**3.16** “**Escrow Account**” means the account into which the Settlement Amount, as defined in Section III, will be deposited.

**3.17** “**Escrow Agent**” means the bank maintaining the Escrow Account.

**3.18** “**Fee Award**” means the amount of attorneys’ fees and costs awarded to Class

Counsel by the Court to be paid from the Escrow Account.

**3.19 “Final Approval Hearing”** means the hearing before the Court where Class Representatives will request that the Final Approval Order be entered by the Court finding the Settlement to be fair, reasonable, and adequate, and approving the Fee Award, the Class Representative Incentive Awards, and the Fixed Fee Settlement Administration Expenses.

**3.20 “Final Approval Order”** means the final judgment and approval order to be entered by the Court approving the Settlement Agreement after the Final Approval Hearing.

**3.21 “Incident”** means the fire commencing on June 14, 2021 that occurred at Chemtool’s plant in Rockton, Illinois, including but not limited to events related to the following: evacuation; precautions taken or recommended during the fire and in the fire’s aftermath; efforts to control or otherwise subdue the fire; settling and/or dispersion of Products; instances of exposure to the fire or to Products; and efforts to clean-up or otherwise remediate effects of the fire or Products.

**3.22 “Incident-Related Claims”** means any and all claims; obligations; demands; actions; cross-claims; torts; losses; costs; damages or suits related to or arising from alleged damage to, loss of use, or interruption or interference with use of, personal or real property, whether past or future; including but not limited to, any claim for injunctive relief (including injunctive relief that is monetary in nature); CERCLA response costs; remediation costs of any kind; evacuation losses; nuisance; trespass; annoyance; real property damage; diminution in property value; loss of personal property; damage to personal property; loss of use/enjoyment of real or personal property; lost wages (past and future); loss of income (past and future); business interruption; or any other loss or damage of whatever kind or nature, which is related to, results from, or arises out of the Incident. For the avoidance of doubt, Incident-Related Claims does not

include any claims disclaimed in the Notice of Class Pendency.

**3.23 “Initial Distribution Amount”** means the Net Settlement Fund minus the Released-Claim Fund, the Subrogation Fund, and the Supplemental Fund.

**3.24 “Mackey Named Plaintiffs”** means Stephanie Mackey, Nick Migliore, and Sara Henderson.

**3.25 “Net Settlement Fund”** means the Settlement Amount minus the Fee Award, Fixed Fee Settlement Administration Expenses, Class Representative Incentive Awards, Payments to the Mackey Named Plaintiffs, Taxes, and Tax Expenses. It includes the Initial Distribution Amount, the Released-Claim Fund, the Subrogation Fund, and the Supplemental Fund, as approved by the Court in the Final Approval Order.

**3.26 “Notice of Settlement” or “Notice”** means the notice of the proposed Settlement and Final Approval Hearing, which is to be approved by the Court and disseminated to the Class substantially in the manner set forth in this Settlement Agreement. Exhibit 4.

**3.27 “Notice Date”** means the date by which the Notice of Settlement is disseminated to the Class, which shall be a date no later than thirty (30) calendar days after entry of the Preliminary Approval Order.

**3.28 “Objection Deadline”** means the date by which a written objection to the Settlement Agreement by a Class Member must be served pursuant to Section 6.25, which shall be designated as a date no more than sixty (60) calendar days after the Notice Date, as approved by the Court. The Objection Deadline will be set forth in the Notice and on the Settlement Website.

**3.29 “Opt-Out”** means a putative member of the Class who properly and timely submitted a request for exclusion from the Class set forth in the Notice of Class Pendency.

**3.30 “Opt-Out List”** means the list identifying those putative Class Members who

opted-out of the Class. Exhibit 1.

**3.31 “Other Claimants”** means those persons and entities that appear on or are otherwise described on a list that the Parties have compiled and agreed.

**3.32 “Parties”** means Defendants, Class Representatives, and the *Mackey* Named Plaintiffs.

**3.33 “Person(s)”** means both natural persons and entities.

**3.34 “Plan of Distribution”** means the plan as defined in Section 8.7.

**3.35 “Payments to the *Mackey* Named Plaintiffs”** means the payments to the *Mackey* Named Plaintiffs described in Section 7.5.

**3.36 “Preliminary Approval Date”** means the date the Preliminary Approval Order is entered by the Court.

**3.37 “Preliminary Approval Order”** means the Court’s order preliminarily approving the Agreement and approving the form, substance, and manner of the Notice.

**3.38 “Products”** means chemicals, substances, or contamination including any release of physical matter, such as debris, dust, and gaseous substances generated by or associated with the Incident.

**3.39 “Released Claims”** means the claims as defined in Section IX.

**3.40 “Released-Claim Fund”** means the account defined in Section 8.2.1.

**3.41 “Released Parties”** means Defendants, including their respective current and former representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

**3.42 “Releasers”** means the Class, including the Class Representatives and each Class

Member.

**3.43 “Fixed Fee Settlement Administration Expenses”** means all expenses reasonably incurred by the Settlement Administrator arising out of or related in any way to the Settlement, including but not limited to expenses related to providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, disbursing Settlement Payments by mail and electronic means, related Tax Expenses, fees of the Escrow Agent, and other such related expenses, with all such expenses to be paid from the Escrow Account.

**3.44 “Settlement Administrator” or “Section 468B Administrator”** means, subject to approval of the Court, Analytics Consulting LLC, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms and any required tax forms, send Settlement Payments to Class Members, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

**3.45 “Settlement Amount”** means cash in the amount of ninety-four million, five hundred thousand dollars (\$94,500,000.00) that shall be deposited in the Escrow Account by Defendants, their insurers, or Willis (Bermuda) Limited pursuant to Section 8.1. Absent termination of the Settlement Agreement pursuant to the terms contained herein, under no circumstances shall any portion of the Settlement Amount revert or be returned to Defendants, their insurers, or Willis (Bermuda) Limited.

**3.46 “Settlement Payment”** means a monetary payment from the Net Settlement Fund to a Class Member with an Approved Claim.

**3.47 “Settlement Website”** means the website that will be created, launched, and maintained by the Settlement Administrator for purposes of this Settlement, which will provide access to Claim Forms and the ability to submit Claim Forms online. The Settlement Website

shall include a toll-free telephone phone number and mailing address through which Class Members may contact the Settlement Administrator or Class Counsel directly. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com), or such other URL as the Parties may subsequently agree to.

**3.48 “Subrogation Claims”** means the list of subrogation claims known to and agreed by Defendants and Class Counsel embodied in Exhibit 2, following a reasonable investigation.

**3.49 “Subrogation Fund”** means the account defined in Section 8.2.2.

**3.50 “Subrogation Payment”** means a monetary payment from the Subrogation Fund to fully and finally resolve a Subrogation Claim.

**3.51 “Subrogee”** means an insurer or other entity who has paid a claim related to the Incident and whose claim is included on the list of Subrogation Claims, Exhibit 2.

**3.52 “Subrogor”** means a person or entity who, as a policyholder, was paid by his/her/its insurer to settle his/her/its insurance claim related to the Incident, which claim is included on the list of Subrogation Claims, Exhibit 2.

**3.53 “Supplemental Fund”** means the account defined in Section 8.2.3.

**3.54 “Taxes”** means any and all federal, state and local income taxes, excise taxes, estimated taxes, gross receipt taxes, or any other taxes, as well as interest, penalties, tax detriments, and any other additions to taxes, arising with respect to the income of the Escrow Account or the operations of the Escrow Account, including any such federal, state and local taxes (and interest, penalties, tax detriments, and additions to tax) to which Defendants or any other Released Party may be subject with respect to (a) any income earned by the Escrow Account for any period during which the Escrow Account is not treated, or does not qualify, as a “qualified settlement fund” for federal or state income tax purposes, and (b) the payment or reimbursement by the Escrow Account



of any amounts described herein.

**3.55 “Tax Expenses”** means expenses and costs incurred in connection with the operation and implementation of the Escrow Account (including expenses of attorneys and/or accountants and mailing and distribution costs and expenses relating to filing, or failing to file, any Tax returns, including any such costs and expenses relating to filing, or failing to file, returns in respect of distributions from the Escrow Fund).

#### **IV. EFFECTIVE DATE**

**4.1** The “Effective Date” of this Settlement Agreement shall be the date when the Settlement Agreement becomes Final. “Final” means:

**4.1.1** If no objections to the Settlement are filed, or if any objections are filed and voluntarily withdrawn prior to entry of the Final Approval Order, then the date thirty (30) calendar days following the approval by the Court of the Final Approval Order and its entry on the Court’s docket; or

**4.1.2** If any objections are filed and not voluntarily withdrawn prior to the entry of the Final Approval Order, then the later of: (a) the expiration of time to file or notice any appeal from the Court’s Final Approval Order approving this Settlement; or (b) the date of final affirmance of any appeals therefrom.

#### **V. NOTICE TO THE CLASS & SETTLEMENT ADMINISTRATION**

**5.1 Method to Provide Notice.** The Parties agree that the best practicable method is to provide the Notice of Settlement by first-class mail to each Class Member to their or its last known address, and by publishing the Notice of Settlement in the Rockford Register Star.

**5.2 Dissemination of Notice.** The Settlement Administrator shall be responsible for the dissemination of the Notice of Settlement.

**5.3 Direct Notice.** After the entry of the Preliminary Approval Order and no later than

the Notice Date, the Settlement Administrator shall (a) send the Notice of Settlement via First-Class U.S. Mail substantially in the form of Exhibit 4 to each Class Member's physical address in the Contact List and (b) send the Notice of Settlement via e-mail substantially in the form of Exhibit 4 to all Class Members for whom an email address is available in the Contact List.

**5.4 Update U.S. Mail Addresses.** Prior to mailing the Notice of Settlement, the Settlement Administrator will update the U.S. Mail addresses of Persons on the Contact List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of every Class Member for whom a Notice of Settlement is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as appropriate.

**5.5 Undeliverable Notice via U.S. Mail.** If any Notice of Settlement sent via U.S. Mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform skip traces to attempt to obtain the most recent addresses for such Class Members.

**5.6 Reminder Email Notice.** Thirty (30) calendar days prior to the Claims Deadline and seven (7) calendar days prior to the Claims Deadline, the Settlement Administrator shall again send a Notice of Settlement via email along with an electronic link to the Claim Form, to all Class Members for whom a valid email address is available in the Contact List. The reminder emails shall indicate that it is a reminder email rather than an initial notice. If the number of Claim Forms submitted by Class Members does not equal at least ten percent (10%) of the number of Persons listed in the Contact List, then the Settlement Administrator shall send a final reminder notice two (2) calendar days before the Claims Deadline, which shall indicate that it is a final notice.

**5.7 Internet Notice.** Within fourteen (14) calendar days after the entry of the Preliminary Approval Order, the Settlement Administrator will develop, host, administer and maintain a Settlement Website as defined in Section III. The Settlement Website shall not contain derogatory, defamatory, or other objectionable references or language regarding Defendants. The Settlement Administrator shall remove any such language immediately at the request of Defendants.

**5.8 Publication Notice.** Within twenty-one (21) calendar days after the entry of the Preliminary Approval Order, the Settlement Administrator shall publish the Notice of Settlement in the Rockford Register Star substantially in the form set forth in Exhibit 5.

**5.9 Processing Claim Forms.** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner.

**5.9.1** The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member is an Approved Claim. The Settlement Administrator shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a Person submits a timely Claim Form by the Claims Deadline, but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such Person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than thirty (30) calendar days after the Claims Deadline. In the event the Settlement Administrator receives such information more than thirty (30) calendar days after the Claims Deadline, or fails to receive all of the required information more than thirty (30) calendar days after the Claims Deadline, then any such claim shall be denied subject to the

Parties' discretion to approve it as set out in the provisions below. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.9.2** The Settlement Administrator shall employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing Claim Forms with the Contact List.

**5.9.3** To the extent that any Person who does not appear on the Contact List submits a Claim Form, the Settlement Administrator shall conduct a reasonable investigation to determine whether the Person is a Class Member before approving or rejecting that claim.

**5.9.4** Class Counsel and Defendants' Counsel shall have the right, but not the obligation, to advise the Settlement Administrator to waive what Class Counsel or Defendants' Counsel reasonably deem to be formal or technical defects in any Claim Forms submitted, including without limitation failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

**5.10 Failure to Follow Notice Instructions.** Any Class Member who does not follow the instructions in the Notice of Settlement may not be entitled to any of the proceeds under the Plan of Distribution from the Net Settlement Fund, but will nevertheless be considered to be a Releasor and will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Approval Order to be entered and the releases provided for herein, and will be barred from bringing any action or proceeding against any Released Party based in whole or in part upon, arising out of, or in any way connected or related to the Released Claims.

**5.11 Maintenance, Inspection, and Reporting of Records.** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement

Agreement. The Settlement Administrator shall maintain all such records as required by applicable law and in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning the Notice of Settlement, the number of Claim Forms submitted, the number of Approved Claims, any requests for exclusion, and the administration and implementation of the Settlement. The Settlement Administrator shall make available for inspection by Class Counsel and Defendants' Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice. If the Settlement Administrator receives any questions from Class Counsel or Defendants' Counsel related to the Claim Forms, then the Settlement Administrator should act in good faith to respond to the question or inquiry. Should the Court request, the Settlement Administrator shall cooperate with the Parties to submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all Settlement Payments, the number and value of checks not cashed, and the number and value of electronic payments unprocessed.

## **VI. OBJECTIONS**

**6.1 Informing Class Members of Right to Object.** The Notice of Settlement shall specify that Class Members have a right to object to the Settlement by strictly adhering to the procedure set forth below.

**6.2 Objection Mechanics.** Any Class Member that has any objection to approval of this Settlement Agreement or any terms hereof, or to the approval process set forth herein, must make that objection by the following procedure:

**6.2.1** The objection must be in writing.

**6.2.2** The objection must set forth the reasons therefor, and a statement whether the Class Member intends to appear at the Final Approval Hearing either with or without the objector's counsel. The objection must identify any witnesses intended to be called, the subject area of the witnesses' testimony, and all documents to be used or offered into evidence at the Final Approval Hearing. Class Members filing an objection shall respond to discovery requests related to the objection within seven (7) calendar days of service of such requests and shall appear for deposition related to the objection within seven (7) calendar days of service of notice of deposition.

**6.2.3** The objection must be signed by the objecting Class Member and by his/her/its counsel, if any; an objection signed by counsel alone shall not be sufficient.

**6.2.4** The objection must contain the *Grasley* caption of and include the name, mailing address, e-mail address (if any), and telephone number of the objecting Class Member.

**6.2.5** The objection must be mailed to the Settlement Administrator at the following address: Analytics Consulting LLC, P.O. Box. 2009, Chanhassen, MN55317-2009 and Defendants' address at: Kelly A. Kosek, Senior Litigation Counsel, 29400 Lakeland Blvd. Wickliffe, OH 44092. The objection must be postmarked by the date prescribed by the Court. Class Counsel shall be obligated to file all objections which conform to this Section VI with the Court at least 21 days prior to the Final Approval Hearing to be determined by the Court.

**6.2.6** Should any objector choose to appeal the Court's Final Approval Order, the Parties shall request the Court to require the objector to post a bond in an amount to be determined by the Court.

**6.3 Failure to Timely Object.** Failure to timely and fully comply with these procedures shall result in the invalidity and dismissal of any objection. No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through the objector's

counsel), or to object to the Settlement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Class Member's objection has been submitted according to the procedures above.

**6.3.1** Any Class Member who fails to serve the Settlement Administrator, via mail, with a timely written objection in accordance with this Section shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement or its approval.

## **VII. COOPERATION, PRELIMINARY APPROVAL, AND FINAL APPROVAL**

**7.1 Cooperation and Reasonable Best Efforts.** For each term in this Settlement Agreement, the Parties shall use their reasonable best efforts to effectuate this Settlement Agreement, including but not limited to cooperating in seeking the Court's approval for the establishment of procedures to secure the complete and final dismissal with prejudice of the Class Litigation as to the Released Parties.

**7.2 Preliminary Approval Motion.** Unless the schedule is modified by the Court, within thirty (30) calendar days of executing this Agreement, Class Representatives, through Class Counsel, shall submit to the Court a Preliminary Approval Motion. The Preliminary Approval Motion shall include, among other provisions, a request that the Court:

**7.2.1** Preliminarily approve this Settlement Agreement for purposes of disseminating the Notice of Settlement to the Class;

**7.2.2** Approve the form and contents of the Notice of Settlement, Claim Form, and the Plan of Distribution for dissemination of funds to Class Members of the Class; and

**7.2.3** Schedule a Final Approval Hearing to consider: any objections to the Settlement Agreement; the fairness, reasonableness, and adequacy of the Settlement Agreement; the application for a Fee Award, the application for Class Representative Incentive Awards; and

whether to enter a Final Approval Order approving this Settlement Agreement and dismissing *Grasley* with prejudice.

**7.3 Preliminary Approval Hearing.** The Parties and their counsel agree to collaborate in their presentations at the Preliminary Approval Hearing, with all using their reasonable best efforts to establish that this Settlement is in the best interests of the Class.

**7.4 Final Approval.** If the Court enters a Preliminary Approval Order and no Party has terminated this Agreement, Class Representatives, through Class Counsel, shall submit a Final Approval Motion to the Court, after appropriate notice to the Class via the approved Notice of Settlement, and shall seek entry of a Final Approval Order to be entered at the Final Approval Hearing. The proposed Final Approval Order shall include, at a minimum, the substance of the following provisions:

**7.4.1** A finding that the Court has personal jurisdiction over all Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

**7.4.2** A finding that the Settlement is fair, reasonable, and adequate as to, and in the best interests of, the Class Members;

**7.4.3** An instruction that the Parties and Class Counsel implement and consummate the Settlement according to its terms and conditions;

**7.4.4** A declaration that the Releasers have released the Released Claims against the Released Parties as of the Effective Date;

**7.4.5** A finding that the Notice of Settlement to the Class: (a) constitutes the best practicable notice under the circumstances, (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Class of their rights to object to or exclude themselves from



this Settlement Agreement and to appear at the Final Approval Hearing, (c) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, and (d) fulfills the requirements of 735 ILCS 5/2-801, *et seq.*, due process, and the rules of the Court;

**7.4.6** A finding that the Class Representatives and Class Counsel adequately represented the Class for purposes of entering into and implementing the Settlement Agreement;

**7.4.7** Dismissal of *Grasley* on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

**7.4.8** An authorization for the Parties and Class Counsel, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that: (a) shall be consistent with the Final Approval Order, and (b) do not limit the rights of Class Members; and

**7.4.9** A reservation of exclusive jurisdiction over the Settlement, including the interpretation, administration, and consummation of this Settlement, to the Court, without affecting the finality of the Final Approval Order for purposes of appeal.

**7.5 Dismissals.** Within ten (10) calendar days of the Effective Date, the Parties shall submit a proposed order dismissing the claims pending against the Released Parties in the *Grasley* case with prejudice.

**7.5.1** Within thirty-five (35) calendar days of the Effective Date, each of the *Mackey* Named Plaintiffs shall be paid an amount equal to the Class Representative Incentive Awards (as defined in Section III) from the Initial Distribution Amount, in exchange for a dismissal with prejudice in *Mackey/Henderson*. Within seven (7) days of receipt of payment referenced in the preceding sentence, the Parties shall submit a proposed order dismissing the claims pending

against the Released Parties in *Mackey* and *Henderson* (consolidated with *Mackey*). In addition to the Payments to the *Mackey* Named Plaintiffs, the *Mackey* Named Plaintiffs shall be eligible to participate in the Plan of Distribution described in Section 8.7 below.

## **VIII. SETTLEMENT PAYMENTS & SETTLEMENT ALLOCATION**

**8.1 Establishment of Escrow Account.** Within thirty (30) calendar days of Effective Date, and subject to the provisions hereof, and in full, complete, and final settlement of the Class Litigation, as provided herein, Defendants, their insurers, or Willis (Bermuda) Limited shall pay or cause to be paid the Settlement Amount into the Escrow Account. The Settlement Amount shall be “ALL IN” and in full satisfaction of all Settlement costs, fees, and expenses, including Fee Award, all Fixed Fee Settlement Administration Expenses, Class Representative Incentive Awards, Payments to the *Mackey* Named Plaintiffs, and all obligations to fund the Settlement Amount, the Net Settlement Fund, the Released-Claim Fund, the Subrogation Fund, and the Supplemental Fund. In no event shall the Released Parties, their insurers, or Willis (Bermuda) Limited be obligated to contribute in excess of the Settlement Amount towards this Settlement Agreement. Absent termination of the Settlement Agreement pursuant to the terms contained herein, under no circumstances shall any portion of the Settlement Amount revert or be returned to Defendants.

**8.2 Establishment of Net Settlement Fund and Other Funds Within Escrow Account.** Within thirty (30) calendar days of the Effective Date, the Parties and the Escrow Agent shall segregate the Settlement Amount in the Escrow Fund into amounts for the Fee Award, Fixed Fee Settlement Administration Expenses, Taxes, Tax Expenses, Class Representative Incentive Awards, and Payments to the *Mackey* Named Plaintiffs, with the remainder being the Net Settlement Fund. As described below, portions of the Net Settlement Fund shall then be segregated into the Released-Claim Fund, the Subrogation Fund, and the Supplemental Fund, with the balance

of the Net Settlement Fund to be reserved for the payment of Settlement Payments (the “Initial Distribution Amount”). All payments from the Escrow Account shall be made and distributed only in accordance with: the terms of this Agreement; the terms of an Escrow Agreement to be mutually agreed upon by the Parties and a financial institution acting as the escrow agent prior to the hearing on the Parties’ Motion for Preliminary Approval; and an approved order of the Court.

**8.2.1 The Released-Claim Fund.** The Released-Claim Fund shall be established by the Escrow Agent in accordance with the requirements contained in this Section 8 in the amount of one hundred fifty thousand dollars (\$150,000.00). The Released-Claim Fund shall be used to fund the defense and resolution of (a) any Released Claims brought by Class Members against any Released Party or (b) Subrogation Claims listed in Exhibit 2 that are subject to an executed written release brought against any Released Party. The Released-Claim Fund shall remain in place until (a) June 30, 2026; or (b) the date on which all claims described in the preceding sentence of which Defendants have notice on June 30, 2026 are resolved, whichever is later; or (c) the funds have been exhausted (the “Closing Date”), after which any remaining balance will be distributed to Class Members pursuant to the allocation mechanism set forth in Section 8.7 below.

**8.2.2 The Subrogation Fund.** The Subrogation Fund shall be established by the Escrow Agent in accordance with the requirements contained in this Section 8 in the amount of eight million, nine hundred thousand dollars (\$8,900,000.00). The Subrogation Fund shall be used to fund the resolution (and, if applicable, the defense) of all Subrogation Claims. Class Counsel shall bear initial responsibility for resolving the identified Subrogation Claims and shall use their best judgment in implementing the procedures referenced in Sections 8.7.5, 8.7.6, and 8.7.7. The Subrogation Fund shall remain in place until (a) June 30, 2026; or (b) the date on which the last of the Subrogation Claims identified on Exhibit 2 is resolved, whichever is earlier (the Closing Date),

after which, any remaining balance will be distributed to Class Members pursuant to the allocation mechanism set forth in Section 8.7 below.

**8.2.3 The Supplemental Fund.** The Supplemental Fund shall be established by the Escrow Agent in accordance with the requirements contained in this Section 8 in the amount of nine hundred fifty thousand dollars (\$950,000.00). The Supplemental Fund shall be used to fund the defense and resolution of claims arising from or related to the Incident which have been made or might in the future be made by the Other Claimants, including claims by Other Claimants who, at the time the *Grasley* case was filed, were not owners or tenants of real property located in Illinois within a three-mile radius of the Chemtool Plant, but who were owners of personal property within a three-mile radius of the Chemtool Plant, excluding Chemtool, any entities in which Chemtool has a controlling interest, any of Chemtool's officers, directors, or employees as of June 23, 2021, any of Chemtool's legal representatives, heirs, successors, and assigns, anyone employed with or by Class Counsel, and any Judge to whom this case is assigned and his or her immediate family. Class Counsel shall bear initial responsibility for resolving the identified Other Claimants claims and shall use their best judgment in implementing the procedures set forth below in Section 8.8. The Supplemental Fund shall remain in place until (a) June 30, 2026, or (b) the date on which all Other Claimants' claims of which Defendants have notice on June 30, 2026 are resolved, whichever is later (the Closing Date), after which, any remaining balance will be distributed to Class Members pursuant to the allocation mechanism set forth in Section 8.7 below.

**8.2.4 Adjustments to Funding Amounts of Subrogation Fund and Supplemental Fund.** The Parties recognize and acknowledge that between execution of this Agreement and entry of the Final Approval Order, the Parties may receive notice of additional subrogation claims not included on Exhibit 2 or Incident-Related Claims brought by Persons other

than those identified by name as Other Claimants. In the event notice of such claims are received, the lists of Subrogation Claims (Exhibit 2) and Other Claimants shall be updated accordingly. Following such an update of additional Subrogation Claims to Exhibit 2, the Subrogation Fund shall be adjusted accordingly, which shall reduce the Initial Distribution Amount, not to exceed a twenty percent (20%) increase in the amount of the Subrogation Fund listed in Section 8.2.2 above. Following such an update of additional Other Claimants, the Supplemental Fund shall be adjusted accordingly, which shall reduce the Initial Distribution Amount, not to exceed a twenty percent (20%) increase in the amount of the Supplemental Fund listed in Section 8.2.3 above.

**8.2.5** The Parties further recognize and acknowledge that, in the event of successful objections or in the event objectors are converted by the Court or by agreement of the Parties into opt-outs, adjustments may need to be made to the amount of the Supplemental Fund. Should a successful objection be made or an objector or objectors converted into opt-outs, Class Counsel and Defendants' Counsel shall meet and negotiate in good faith an upward adjustment of the Supplemental Fund sufficient to cover expected potential liabilities by the addition of opt-outs, which shall reduce the Initial Distribution Amount. In the event the Parties are unable to reach an agreement, Defendants shall have an independent right to terminate the Settlement.

**8.3 Procedures Governing the Escrow Account, Released-Claim Fund, Subrogation Fund, and Supplemental Fund.** The Escrow Account, Released-Claim Fund, Subrogation Fund, and Supplemental Fund will be established at a bank selected by the Parties with such bank serving as Escrow Agent subject to escrow instructions regarding investment types and reinvestment of income and proceeds mutually acceptable to Class Counsel and Defendants' Counsel. Such Funds are to be administered by the Escrow Agent under the Court's continuing supervision and control.

**8.3.1** No monies greater than \$25,000 for any single claim/settlement shall be paid from the Released-Claim Fund, the Subrogation Fund, or the Supplemental Fund without the specific written authorization of Class Counsel and a designated representative of the Defendants, and such authorization shall not be unreasonably withheld provided the request for disbursement is consistent with the terms of this Agreement and any applicable escrow agreement. Counsel for the Parties agree to cooperate, in good faith, to negotiate and execute an appropriate and separate escrow agreement in conformance with this Agreement prior to the hearing on the Parties' Motion for Preliminary Approval.

**8.3.2** The Escrow Agent shall cause the funds deposited to be invested in short-term instruments backed by the full faith and credit of the U.S. Government or fully insured in writing by the U.S. Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Parties and their counsel shall bear no risk related to the management and investment of the funds. Defendants shall not be required to deposit additional funds as a result of investment or other losses to any amounts in the Escrow Account.

**8.3.3** All monies held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the terms of this Agreement and/or order(s) of the Court.

**8.3.4** The Class and Defendants agree to treat monies held in the Escrow Account as being at all times "qualified settlement funds" within the meaning of Treas. Reg. § 1.468B-1.

**8.3.5** In addition, the Section 468B Administrator and, as required, the Parties, shall timely make such elections and filings as necessary or advisable to carry out the provisions of this Section. Such elections shall be made in accordance with the procedures and requirements contained in the regulations promulgated under Internal Revenue Code Section 468B. It shall be the responsibility of the Section 468B Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the monies held in the Escrow Account being “qualified settlement funds” within the meaning of Treasury Regulation § 1.468B-1.

**8.3.6** The Section 468B Administrator shall timely and properly file all information and other Tax returns necessary or advisable with respect to the monies held in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall be consistent with Treas. Reg. § 1.468B-2 (d) and in all events shall reflect that all Taxes shall be paid out of the Escrow Account, as provided in Section 8.3.7. Each Defendant, each of their insurers, or Willis (Bermuda) Limited shall timely deliver to the Section 468B Administrator a “Section 1.468B-3 Statement” (as provided in Treas. Reg. § 1.468B-3) with respect to its transfer of a portion of the Settlement Amount to the Escrow Account.

**8.3.7** All Taxes and Tax Expenses arising from the operation and income of the Escrow Account shall be paid out of the Escrow Account.

**8.3.8** Unless otherwise set forth in this Agreement, the Section 468B Administrator shall be solely responsible for directing the filing of all informational and other Tax returns necessary to report any income earned by the monies held in the Escrow Account.

**8.4 No Representations Regarding Tax Treatment.** Defendants make no

representation to the Class Representatives, the Class, or Class Counsel regarding the appropriate tax treatment of the monies held in the Escrow Account, income earned on the monies held in the Escrow Account, or any distribution from the Escrow Account. Neither Defendants nor any other Released Party nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Defendants shall have no responsibility to make any filings relating to the monies held in the Escrow Account and will have no responsibility to pay tax on any income earned by the monies held in the Escrow Account or to pay any Taxes on the monies held in the Escrow Account unless the Settlement is not consummated or Final Approval is not granted and the monies held in the Escrow Account, including all income earned by the monies held in the Escrow Account, is returned to Defendants. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall be timely paid or reimbursed out of the Escrow Account without prior order from the Court. The Escrow Agent shall reimburse Defendants out of the Escrow Account for any Taxes and Tax Expenses to which Defendants are subject. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Class Representatives, Class Counsel, and Defendants agree to cooperate with the Section 468B Administrator, the Escrow Agent, each other, and their attorneys and accountants to the extent reasonably necessary to carry out the provisions of pertinent subsections in this Agreement.

**8.4.1** In no event shall the Defendants or any other Released Party have any responsibility, financial obligation, or liability whatsoever with respect to the allocation, investment, distribution, or administration of the Escrow Account including, but not limited to, the



costs and expenses of such distribution and administration.

**8.5 Distributions – Settlement Administration, Fee Award, and Class Representative Awards.** The Parties agree to the following distributions from the Escrow Account, provided, however, that any amounts in the Escrow Account necessary for the payment of Taxes and Tax Expenses shall remain in the Escrow Account until payment is due:

**8.5.1** Thirty-Five (35) calendar days after the Effective Date, the Settlement Administrator shall be paid the Fixed Fee Settlement Administration Expenses.

**8.5.2** Thirty-Five (35) calendar days after the Effective Date, the Fee Award and Class Representative Incentive Awards shall be paid.

**8.6** After the Effective Date and following Court approval of the Plan of Distribution (defined below) and completion of the Claims Form process contemplated in Section 5.9, and consistent with other provisions of this Settlement Agreement, the Initial Distribution Amount, as well as any remaining amounts in the Released-Claim Fund, the Subrogation Fund, and the Supplemental Fund, after each of the Closing Dates of each Fund, shall be distributed to Class Members with Approved Claims as Settlement Payments in accordance with the Plan of Distribution set forth herein.

**8.7 Plan of Distribution.** The Plan of Distribution, subject to approval by Defendants and the Court, provides all Class Members an opportunity to submit a claim for monetary payment. Class Members shall have until the Claims Deadline to submit Claim Forms.

**8.7.1** Each Class Member who submits an Approved Claim shall be eligible to receive a Settlement Payment, as calculated and otherwise determined by the Settlement Administrator, in an amount to be determined by the following general guidelines:

**8.7.1.1** Physical damage to, and/or cleanup of, real or personal property and

diminution of real property value (“Property Damages”). Fifty percent (50%) of the Initial Distribution Amount shall be utilized for payment of these categories of damages. Each Class Member who submits an Approved Claim shall receive a pro rata share of this amount based on the assessed value of the Class Member’s property as determined by the Winnebago County Supervisor of Assessments Office, *i.e.*, the assessed value of the Class Member’s property as a percentage of the total assessed value of all properties of Class Members who submit Approved Claims. Only Class Members who are owners of real property in the Class Area are eligible to receive a payment for these categories of damages and only one payment shall be made per property.

**8.7.1.2** Evacuation, business interruption, and loss of use of real or personal property. Fifty percent (50%) of the Initial Distribution Amount shall be utilized for payment of these categories of damages. Shares for each Class Member with an Approved Claim will be calculated as follows:

- Each Class Member who, on June 14, 2021, resided more than 1 and up to 3 miles from the Chemtool Chemical Plant, will receive 1 share plus an additional 0.2 share for each additional natural person residing in the residence on June 14, 2021.
- Each Class Member who, on June 14, 2021, resided between 0 and 1 mile from the Chemtool Chemical Plant, will receive 2 shares plus an additional 0.2 share for each additional natural person residing in the residence on June 14, 2021.
- Each Class Member who, on June 14, 2021, owned a non-residential property more than 1 and up to 3 miles from the Chemtool Chemical Plant, will receive 1 share.
- Each Class Member who, on June 14, 2021, owned a non-residential property between 0 and 1 mile from the Chemtool Chemical Plant, will receive 2 shares.

Each Class Member's payment will be a percentage of the Loss of Use Damages equal to the total number of shares of Loss of Use Damages for all Class Members with Approved Claims divided by the Class Member's total share of the Loss of Use Damages. Only Class Members who were tenants or owners/occupiers of real property within the Class Area are eligible to receive a payment for these categories of damages and only one payment shall be made per property.

**8.7.2** Within thirty (30) calendar days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected.

**8.7.3** Within thirty-five (35) calendar days after the Claims Deadline, the Settlement Administrator will submit to Class Counsel and Defendants' Counsel a report listing all initially approved and initially rejected Claims.

**8.7.4** Class Counsel and Defendants' Counsel shall have forty-five (45) calendar days after the date they receive the report listing the initially approved and initially rejected claims to audit and challenge any initially approved or initially rejected claims. Class Counsel and Defendants' Counsel may meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims and the Court shall finally resolve any dispute upon the request of any Party or the Settlement Administrator.

**8.7.5 Subrogation Claims & The Subrogation Fund:** Initial responsibility for resolution of Subrogation Claims identified on Exhibit 2 shall rest with Class Counsel. To the extent a Subrogation Claim relates to a Class Member, Class Counsel shall reserve payment due to such Class Member-Subrogor under this Agreement for Property Damages as defined in Section 8.7.1 until the Subrogation Claim has been resolved and a release executed by the Subrogee in the form of Exhibit 6 has been delivered to Defendants.

**8.7.6** Each Subrogor's Settlement Payment will be reduced by the Subrogation Payment amount paid to the Subrogee. Up to the amount of each Subrogor's entitlement to a Settlement Payment for Property Damages as defined in Section 8.7.1, the Initial Distribution Amount held in the Net Settlement Fund will be the source of the Subrogation Payment to the Subrogee. In the event that a Subrogation Payment is greater than a Subrogor's entitlement to a Settlement Payment for Property Damages or there is no Settlement Payment for Property Damages due to that Subrogor, the Subrogation Fund will be the source for payment of the difference between the Subrogation Payment and the Subrogor's entitlement to a Settlement Payment for Property Damages.

**8.7.7** The Parties and Class Counsel shall adhere to the previously agreed procedure when resolving Subrogation Claims.

**8.8 Supplemental Fund.** Should any Other Claimant proceed with or formally file an Incident-Related Claim before June 30, 2026, Class Counsel shall take steps in coordination with Defendants to resolve the claim. Defendants shall be responsible for the defense of any such filed claim, and attorneys' fees, court costs, and all other expenses of defending, litigating, and settling these claims will be paid out of the Supplemental Fund. Defendants shall have exclusive control over how to proceed to defend, litigate, and resolve these claims.

**8.9 Payments to Class Members.** Class Members will have the option of having their Settlement Payment and subsequent payments (if any) transmitted to them through Venmo, Zelle, Paypal, or check. Class Members who do not choose a method of payment will be sent a check via First Class U.S. Mail to their last known mailing address, as updated through the National Change of Address database, if necessary, by the Settlement Administrator.

**8.9.1** Each Settlement Payment issued to a Class Member by check will state on

the face of the check that it will become null and void unless cashed within one hundred and eighty (180) calendar days after the date of issuance.

**8.9.2** If an electronic deposit to a Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) calendar days to correct the problem.

**8.9.3** To the extent that a check issued to a Class Member is not cashed within one hundred and eighty (180) calendar days after the date of issuance or an electronic deposit is unable to be processed within one hundred and eighty (180) calendar days of the first attempt, such funds shall be distributed as detailed in Section 8.11.

**8.10 Distributions to Non-Class Members.**

**8.10.1** Upon successful resolution of any Subrogation Claim and the execution of the required release, Class Counsel and Defendants' Counsel shall execute an appropriate joint escrow release instruction directing the Escrow Agent to release the amount due to the Subrogee from the Initial Distribution Amount and, if applicable per Section 8.7.6, the Subrogation Fund.

**8.10.2** Upon successful resolution of any Other Claimant's Claim and the execution of the required release, Class Counsel and Defendants' Counsel shall execute an appropriate joint escrow release instruction directing the Escrow Agent to release the amount due to the Other Claimant from the Supplemental Fund.

**8.10.3** In the event any Class Member files a Released Claim against any Released Party after the Effective Date, Defendants shall notify Class Counsel and provide on a periodic basis to Class Counsel records sufficient to show expenses incurred related to the defense of such Released Claim(s). No later than ten (10) business days following the provision of such records, Class Counsel and Defendants' Counsel shall execute appropriate joint escrow release instructions

directing the Escrow Agent to release from the Released-Claim Fund amounts related to the defense of such claims to Defendants. The same procedures shall apply in the event a claim based on a Subrogation Claim that is the subject of a written release is filed against any Released Party.

**8.11 Distribution of Remaining Balances Released-Claim Fund, Subrogation Fund, and Supplemental Fund.** On the Closing Date(s), and as jointly instructed by Class Counsel and Defendants' Counsel, the Settlement Administrator shall terminate any of the Released-Claim Fund, the Subrogation Fund, and the Supplemental Fund, with any remaining funds held in the Escrow Amount for distribution to Class Members who previously filed Approved Claims. Seven (7) days later, the Settlement Administrator shall submit a report detailing the remaining funds to the Court and the Parties. Upon Court approval, this remainder shall then be distributed in the same manner as the Plan of Distribution described in Section 8.7.

**8.12 Amounts Paid Not a Penalty.** It is understood and agreed that no consideration or amount or sum paid, credited, offered, or expended by Defendants in performance of this Agreement constitutes a penalty, fine, punitive damages, or other form of assessment for any alleged claim or offense.

## **IX. RELEASE**

**9.1 Scope of Release.** In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, upon the Effective Date, and in consideration of payment of the Settlement Amount into the Escrow Account, the Releasors shall be deemed to have, and by operation of the Final Approval Order to have, fully, finally, and forever released, relinquished, and discharged all Released Claims against any and all of the Released Parties. The Released Parties shall be released as follows:

For and in consideration of the sum stated above, Releasors, on behalf of themselves and their successors, heirs, beneficiaries, assigns, transferees, respective insurers and representatives, hereby release, remise, and forever

discharge the Released Parties, and their representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies, from any and all liability for claims; obligations; demands; actions; cross-claims; torts; losses; costs; damages or suits related to or arising from alleged damage to, loss of use, or interruption or interference with use of, personal or real property, whether past or future; including but not limited to, any claim for injunctive relief (including injunctive relief that is monetary in nature); CERCLA response costs; remediation costs of any kind; evacuation losses; nuisance; trespass; annoyance; real property damage; diminution in property value; loss of personal property; damage to personal property; loss of use/enjoyment of real or personal property; lost wages (past and future); loss of income (past and future); business interruption; or any other loss or damage of whatever kind or nature, which is related to, results from, or arises out of the Incident (the “**Released Claims**”). For the avoidance of doubt, specifically excluded from the scope of Released Claims are any claims disclaimed in the Notice of Class Pendency.

**9.2 Enforcement.** The Parties intend that the Release in this Agreement be interpreted and enforced broadly and to the fullest extent permitted by law. Each Releasor shall be deemed to have released all Released Claims against each Released Party, regardless of whether any such Releasor ever seeks or obtains by any means, including without limitation through the Claim Process, any Settlement Payment or any other distribution from the Net Settlement Fund. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of this Settlement Agreement. Nevertheless, each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

**9.3 Covenant Not to Sue.** All Releasors also covenant not to sue any Released Party with respect to any Released Claim, and agree that all Releasors shall be permanently barred and enjoined from commencing, maintaining, prosecuting, causing, cooperating with, advising to be

commenced or maintained, or encouraging any action, suit, proceeding, or claim in any court, tribunal, administrative agency, regulatory body, arbitrator, or other body in any jurisdiction against any Released Party based in whole or in part upon, arising out of, or in any way connected or related to any Released Claim. Released Parties shall be entitled to seek and recover their costs and reasonable attorneys' fees incurred in the event a Releasor brings a Released Claim against any of them. Released Parties shall be entitled to recover any such costs and fees either from the Released-Claim Fund or directly from the Releasor bringing a Released Claim, at the option of Released Parties.

**9.4 All Claims Satisfied by Net Settlement Fund.** Each Releasor shall look solely to the Plan of Distribution and Net Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims for any form of monetary compensation or relief (including attorneys' fees and costs).

**9.5 Release as a Full Defense.** Notwithstanding any other provision of this Agreement, nothing in this Agreement will prevent any Released Party from pleading this Settlement Agreement as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims and may be filed, offered, and received into evidence, and otherwise used for such defense.

## **X. GROUNDS FOR TERMINATION OF THE SETTLEMENT**

**10.1 Grounds for Termination.** Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement shall be cancelled and terminated, unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with this Settlement Agreement, upon the occurrence of any of the following events:

**10.1.1** The Court denies the Motion to Enter to the Preliminary Approval Order as presented;



**10.1.2** The Court denies the Motion to Enter the Final Approval Order as presented;

**10.1.3** The Court refuses to enter a final judgment in *Grasley* on any ground or declines to dismiss Defendants with prejudice;

**10.1.4** A dismissal with prejudice is not entered in *Mackey/Henderson* based on any ground;

**10.1.5** An appellate court of any level modifies or reverses the Final Approval Order on any ground;

**10.2 Class Representatives' Right To Terminate.** In addition to any other right to terminate under this Settlement, Class Representatives, on behalf of the Class, may, at their unanimous and exclusive discretion and option, withdraw from, terminate, and cancel their obligations under this Settlement Agreement if Defendants materially breach the Settlement Agreement by failing to comply with the obligations imposed upon them in Section 8 above regarding establishment of the Escrow Account. Prior to withdrawing from, terminating, or cancelling their obligations under this Settlement Agreement pursuant to this subsection, Class Counsel must first provide Defendants' Counsel with written notice of the ground(s) for such withdrawal, termination, or cancellation and a period of no less than thirty (30) calendar days to cure. Class Representatives may only withdraw from, terminate, or cancel their obligations under this Settlement Agreement if Defendants fail to cure within such time period.

**10.3 Defendants' Right To Terminate.** In addition to any other right to terminate under this Settlement, Defendants may, at their sole and exclusive discretion and option, withdraw from, terminate, and cancel their obligations under this Settlement Agreement upon any of the following events:

**10.3.1** Notice to the Class does not comply with Sections V or VI, or with the order of the Court concerning the Notice of Settlement;

**10.3.2** As set forth in Section 8.2.5, if there are successful objectors or objectors converted into opt-outs and the Parties are unable to agree to an upward adjustment of the Supplemental Fund;

**10.3.3** An escrow agreement that is mutually agreed upon by the Parties and a financial institution acting as the escrow agent is not executed prior to the hearing on the Parties' Motion for Preliminary Approval;

**10.3.4** The Class or Class Counsel materially breaches the Settlement Agreement by failing to cooperate with Defendants' Counsel and using their best efforts in connection with the obligations imposed upon them in Section 8 regarding administration of the Released Claim Fund, the Supplemental Fund, and the Subrogation Fund.

**10.3.5** Prior to withdrawing from, terminating, or cancelling their obligations under this Settlement Agreement pursuant to the above subsections, Defendants must first provide Class Counsel with written notice of the ground(s) for such withdrawal, termination, or cancellation and a period of no less than thirty (30) calendar days to cure. Defendants may only withdraw from, terminate, or cancel their obligations under this Settlement Agreement if Class Counsel fails to cure within such time period.

**10.4 Court's Discretion.** Notwithstanding the foregoing, the Court's decision as to: (a) the amount of Class Counsel's Fee Award or (b) the amount of the Class Representative Incentive Awards shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

## **XI. CONDITIONS FOR SETTLEMENT EFFECTIVENESS**

**11.1 Conditions Precedent to Effective Date.** Notwithstanding anything in this

Agreement and subject to the definition of Effective Date set forth above, the Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the remaining provisions in this Section:

**11.1.1** This Agreement has been signed by the Class Representatives, the *Mackey* Named Plaintiffs, Class Counsel, and Defendants;

**11.1.2** The Court has entered a Preliminary Approval Order approving the Agreement; and

**11.1.3** The Court has entered a Final Approval Order finally approving the Agreement, following Notice of Settlement to the Class and a Final Approval Hearing.

**11.2 Disputes Concerning the Effective Date.** Any disputes as to whether the Effective Date has occurred shall be resolved by the Court upon the request of any Party.

**11.3 Resumption of Class Litigation.** The Parties agree, subject to approval of the Court, that in the event the Settlement Agreement is not approved by the Court, the Settlement Agreement does not become final, is rescinded, terminated or otherwise fails to become effective, the Parties shall be restored to their respective positions in the Class Litigation as of the date of the signing of this Settlement Agreement, and litigation will resume in a reasonable manner to be approved by the Court upon application by the Parties. The Parties expressly reserve all of their rights if this Settlement Agreement is rescinded or does not otherwise become final. In such event, any Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Class Litigation as if this Settlement Agreement had never been entered into.

**XII. CLASS COUNSEL'S FEES AND COSTS AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

**12.1** Defendants agree that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed costs incurred in the Class Litigation as the Fee Award from the Escrow Account. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendants, to limit their request for attorneys' fees and unreimbursed costs to thirty-five percent (35%) of the Settlement Amount, and Defendants may not challenge the amount requested provided Class Counsel's application comports with this Section.

**12.1.1** Payment of the Fee Award shall be made from the Escrow Account and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded shall remain in the Escrow Account and be distributed according to the provisions of this Settlement Agreement.

**12.1.2** The Fee Award shall be payable within thirty-five (35) calendar days after the Effective Date. Payment of the Fee Award shall be made by the Escrow Agent via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

**12.2** Class Counsel shall submit to the Court an application that each Class Representative be paid a Class Representative Incentive Award in the amount of Eighteen Thousand Dollars (\$18,000.00) from the Escrow Account, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of his/her efforts on behalf of the Class and the Class Litigation, subject to Court approval.

**12.2.1** Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded shall remain in the Escrow Account and distributed

according to the provisions of this Settlement Agreement.

**12.2.2** Any Class Representative Incentive Award shall be paid by the Escrow Agent in the form of a check to each Class Representative that is sent care of Class Counsel, within thirty-five (35) calendar days after the Effective Date.

### **XIII. REPRESENTATIONS BY CLASS COUNSEL**

**13.1 Class Counsel's Present Intentions.** The Parties and Class Counsel agree that while nothing in this Settlement Agreement is intended to operate as a restriction on the right of Class Counsel to practice law within the meaning of Rule 5.6(b) of the Illinois Rules of Professional Conduct, Class Counsel represent that they have no present intent to solicit or represent new clients for the purpose of bringing legal claims against Defendants in connection with the Incident, and have no clients who have claims related to the Incident other than Class Members. Class Counsel also represent that they have no knowledge that any Class Member has alleged or plans to allege that the Incident caused bodily injury, including any short-term or long-term health effects, and have no knowledge that any Class Member has suffered any bodily injury arising out of the Incident including short-term or long-term health effects caused by the Incident.

### **XIV. MISCELLANEOUS**

**14.1 Authority.** Each signatory to this Agreement represents and warrants (a) that the signatory has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

**14.2 Integrated and Final Agreement.** This Agreement, Exhibits, Escrow Agreement,

and lists and procedures referenced herein comprise the entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and Class Counsel and is not subject to any condition except as explicitly provided herein. This Agreement supersedes any prior agreements, representations, warranties, statements, and/or understandings, whether written or oral, between or among the Parties and Class Counsel regarding the subject matter of the Class Litigation. The Parties and Class Counsel hereby disclaim reliance on any prior agreements, representations, warranties, statements, and/or understandings, whether written or oral, in entering into and performing in accordance with this Agreement. Any and all prior Term Sheets and/or Memoranda of Understanding are rendered null and void upon full execution of this Agreement. This Agreement may not be modified or amended except in writing executed by Class Representatives (or Class Counsel on their behalf) and Defendants and approved by the Court.

**14.3 Waiver.** The waiver by any Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement. No breach of any provision hereof may be waived unless in writing.

**14.4 Exhibits.** All of the Exhibits to this Settlement Agreement, are material and integral parts hereof and are fully incorporated herein by reference.

**14.5 Attorneys' Fees and Costs.** Each Party shall bear its own attorneys' fees and costs incurred in any way related to the Class Litigation except as specifically provided for herein.

**14.6 Voluntary Settlement and Agreement; Advice of Counsel.** Each Party agrees and acknowledges that it has (a) thoroughly read and fully understands this Agreement and (b) received or had an opportunity to receive independent legal advice from attorneys with respect to the advisability of entering into this Agreement and the rights and obligations created by this Agreement. Each Party agrees that this Agreement was negotiated in good faith by the Parties

under the supervision and with the assistance of mediators and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. Each Party enters into this Agreement knowingly and voluntarily, in consideration of the promises, obligations, and rights set forth herein.

**14.7 Non-Assignment.** Unless otherwise disclosed to Defendants and Defendants' Counsel, Class Counsel represent and warrant that Class Members, including but not limited to Class Representatives, have not assigned, transferred, conveyed, released, or discharged, voluntarily or involuntarily, or by operation of law, to any other Person any interest in the claims, actions, or disputes which are the subject of this Agreement.

**14.8 Inconsistency with the Settlement Agreement.** In the event of a conflict between the terms of this Settlement Agreement, any escrow agreement, or any other document arising out of this Settlement Agreement, the terms of the Settlement Agreement, including the Exhibits hereto and lists and procedures referenced to herein, shall control.

**14.9 Future Use of Settlement Agreement.** The Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement.

**14.9.1** Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed, or document executed in furtherance of this Settlement Agreement or the Settlement: (a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged, the deficiency of any defense that has been or could

have been asserted in the Class Litigation, the violation of any law or statute, the reasonableness of the Settlement Amount, any Settlement Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them; (b) is, may be deemed, or shall be used, offered or received against a Released Party as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them; (c) is, may be deemed, or shall be used, offered or received against Class Representatives or the other Class Members, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Class Litigation the truth or falsity of any fact alleged by Defendants or any Released Party or the availability or lack of availability of meritorious defenses to the claims raised in the Class Litigation; (d) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

**14.9.2** If this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such Released Parties in order to support a defense or counterclaim.

**14.10 Execution in Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be an original and one and the same instrument. Signatures shall be in wet-ink or by DocuSign and may be transmitted in PDF format via electronic mail or by facsimile. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**14.11 Choice of Law.** Agreement and any disputes arising under or in connection with



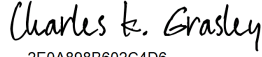
this Agreement are to be governed by and interpreted under the laws of the State of Illinois as such laws are applied to agreements entered into and to be performed entirely within Illinois, by Illinois residents, without giving effect to the choice of laws principles thereof.

**14.12 Construction / No Presumption.** This Settlement Agreement is the product of arm's length negotiations between the Parties. No Party shall be deemed the drafter of this Settlement Agreement or any provision thereof. This Settlement Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide for a complete resolution of the Released Claims. No presumption shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Agreement. Unless otherwise provided in this Settlement Agreement, in the event any provision of this Agreement is found to be invalid or otherwise unenforceable, the remainder of this Agreement shall remain fully valid and enforceable.

**14.13 Privilege and Confidentiality.** Nothing in this Settlement Agreement is intended to waive any right to assert that any information or material is protected from discovery by reason of any individual or common interest privilege, attorney-client privilege, work-product protection, or other privilege, protection, immunity, or right to keep information or material confidential or is intended to waive any right to contest any such claim of privilege, protection, immunity, or right to keep information or material confidential.

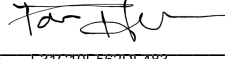
**14.14 Notice.** Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

**CLASS REPRESENTATIVES:**

DocuSigned by:  
  
2E0A898B602C4D6...  
Charles K. Grasley  
1200 Watts Avenue  
Rockton, IL 61072


5/9/2024

Date

DocuSigned by:  
  
F31C10E562DF483...  
Paige Hoops  
610 Green Street  
Rockton, IL 61072

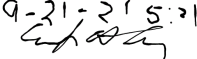
5/9/2024

Date

DocuSigned by:  
  
7BD76BFE8B444C1...  
Diane Connelly  
84 Rivers Edge Drive  
Cherry Valley, IL 61016

5/9/2024


Date

DocuSigned by:  
  
42B1911F7AB249E...  
Eric Osberg  
138 Foxfire Place  
Rockton, IL 61072

5/9/2024

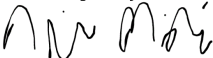
Date

**MACKEY NAMED PLAINTIFFS:**

DocuSigned by:  
  
5AF88C59335144F...  
Stephanie Mackey  
800 Watts Avenue  
Rockton, IL 61072

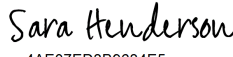
5/9/2024

Date

DocuSigned by:  
  
5AF88C59335144F...  
Nick Migliore  
800 Watts Avenue  
Rockton, IL 61072

5/9/2024

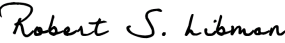
Date

DocuSigned by:  
  
4AE07ED3B9634E5...  
Sara Henderson  
211 Foxfire Place  
Rockton, IL 61072

5/9/2024

Date

**CLASS COUNSEL:**

DocuSigned by:  
  
C408B98DC28545A...  
 Robert S. Libman  
 Deanna Pihos  
 MINER, BARNHILL & GALLAND, P.C.  
 325 North LaSalle Street, Suite 350  
 Chicago, Illinois 60654  
 312-751-1170  
 rlibman@lawmbg.com  
 dpihos@lawmbg.com

5/9/2024  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
C91BF4BFD8494C2...  
 Robert M. Foote  
 Kathleen Chavez  
 Foote, Mielke, Chavez & O'Neil, LLC  
 10 West State Street, Suite 200  
 Geneva, Illinois 60134  
 630-232-7450  
 rmf@fmcolaw.com  
 kcc@fmcolaw.com


5/9/2024  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
D128B1A4CDC8492...  
 Daniel R. Flynn  
 DICELLO LEVITT LLP  
 10 North Dearborn Street, Sixth Floor  
 Chicago, Illinois 60602  
 312-214-7900  
 dflynn@dicellolevitt.com

5/9/2024  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
237B938EB96F406...  
 Edward J. Manzke  
 THE COLLINS LAW FIRM, PC  
 1770 Park Street, Suite 200  
 Naperville, IL 60563  
 630-527-1595  
 ejmanzke@collinslaw.com

5/9/2024  
 \_\_\_\_\_  
 Date

DocuSigned by:  
  
3B7C1F1ABE3141C...  
 Marc C. Gravino  
 John J. Holevas

5/9/2024  
 \_\_\_\_\_  
 Date

WILLIAMSMCCARTHY LLP  
P.O. Box 219  
Rockford, IL 61105  
815-987-8900  
mgravino@wilmac.com  
jhlevas@wilmac.com

DocuSigned by:  
*Steven A. Hart*  
FD14C03B785941A...

Steven A. Hart  
HART MCLAUGHLIN & ELDRIDGE, LLC  
22 West Washington Street, Suite 1600  
Chicago, Illinois 60602  
312-955-0545  
shart@hmelegal.com

5/9/2024

Date

DocuSigned by:  
*David A. Neiman*  
5EEC019C948B47D...

David A. Neiman  
ROMANUCCI & BLANDIN, LLC  
321 North Clark Street, Suite 900  
Chicago, Illinois 60654  
312-458-1000  
dneiman@rblaw.net

5/9/2024

Date

**FOR DEFENDANTS:**

DocuSigned by:  
*Rebecca Liebert*  
866944F25BA8451...

Rebecca Liebert  
President and Chief Executive Officer  
The Lubrizol Corporation  
29400 Lakeland Boulevard  
Wickliffe, Ohio 44092

5/8/2024

**Exhibit 1**  
**Opt-Out List**

	Name	Property Index Number
1.	GERALD G & CAROL A ANDERSON	04-29-152-008
2.	ROBERT & CINDA LEE ASP	03-13-428-003
3.	BRYANNA M BOLTON	03-01-479-014
4.	JAY H BRADFORD	04-20-302-032
5.	NICOLE M BREEN	04-19-253-015
6.	GRANT & GAIL BAXLEY BUCHANAN	04-19-451-005
7.	CZESLAW & KRZYSTYNA BUGDAL	03-13-429-001
8.	CYNTHIA S CAMPBELL	03-14-302-003
9.	ANTHONY M & KARMEN J CHIODINI	03-13-329-028
10.	PATRICIA DAVEY	03-13-302-019
11.	PATRICIA DAVEY	03-24-109-006
12.	PATRICIA DAVEY	03-24-140-005
13.	PATRICIA DAVEY	03-13-356-011
14.	PATRICIA DAVEY	03-24-303-004
15.	BRYCE S DAVIS	04-18-155-011
16.	DAVID J & JESSICA B DEROSSO	04-19-256-002
17.	THOMAS & GEORGIA DESAUTEL	03-24-376-003
18.	JOHN A & SUSAN L DIMMICK	04-18-476-016
19.	JILL A & RICKEY J DOBBS	03-12-327-006
20.	PATRICIA L DOMEN	04-20-301-009
21.	GLENNA J AND WILLIAM EASTON	04-19-278-004
22.	CAROL P ELLIS	03-13-451-001
23.	DANIEL & ANDREA ENDERLE	03-13-386-001
24.	ESC OF SOUTH BELOIT LLC	04-05-326-016 04-05-326-017 04-05-326-018 04-05-326-019 04-05-326-020 04-05-326-021
25.	MARK R & PAMELA J EUCKER	03-13-384-003
26.	BELVA L FAITH	03-11-300-009
27.	ALAN J & DEBRA A FALESKIN	03-24-452-004
28.	RAMONA M FLEISSNER	03-13-228-006
29.	MICHAEL & BRITT FLEMING	03-24-352-015
30.	GEORGE A & CAROL A FRANCIS	04-19-451-001
31.	NICOLE GHINAZZI	03-13-385-006
32.	REBECCA S & MICHAEL L GRACE	04-19-479-017
33.	KATHRYN W GUSTAFSON	03-13-477-008
34.	TRACY HAMMACK	03-13-428-025
35.	TRACY D HAMMACK	03-24-133-002
36.	KEVIN L HANSEN	04-05-306-010
37.	TINA HANSEN	04-05-306-010
38.	SHAWN L & JAMIE J HANSON	03-25-102-013

39.	MARILYN L HART	04-18-404-015
40.	THOMAS & SMITH, JOLENE HENRY	03-13-428-018
41.	THOMAS L & JACQUELINE Y HERRINGTON	04-17-352-012
42.	BRENDA AND JASPER HERRON	03-13-377-001
43.	JAMES HERRON	03-13-480-010
44.	IL DEPT OF NATURAL RESOURCES	03-03-200-006 03-03-200-007 03-03-200-009 03-03-300-001 03-03-400-012
45.	DANIEL R & VICKIE K IVERSEN	04-20-153-020
46.	STEVEN B & CHERI L W JOHNSON	03-26-276-008
47.	WADE A KRAMAR	03-24-103-006
48.	MICHAEL, KRISHNA AND CAMERON KRAUSE	03-13-251-008
49.	STEPHAN L & JEANA M LANE	03-13-451-008
50.	SCOTT & LAURIE LEFEVRE	03-24-352-008
51.	BRIAN LEWIS	03-13-356-005
52.	LESLIE E LIDDELL	03-24-303-024
53.	JERRY A & DENISE M LUND	03-24-378-024
54.	JEFFREY R MADURA	03-13-229-022
55.	MARK & KRISTA MAJEWSKI	04-20-276-006
56.	PATRICIA MANNINO	03-13-278-011
57.	DANIEL, RAYMOND AND SHONDRA MCLARTY	03-24-130-003
58.	MARK J & JONI S MEICHTRY	03-24-103-008
59.	NICKOLAS C & CYNTHIA R METRAKOUDES	04-29-202-002
60.	JOSEPH H & CECILIA METZ	03-13-331-001
61.	JOSEPH H & CECILIA METZ	03-13-329-002
62.	JOSEPH H. & CECILIA METZ	03-13-435-001
63.	KIM M MORSE	04-19-102-008
64.	JOHN A & MARY E NEWMAN	04-19-452-007
65.	NATHAN C NIEMEYER	04-05-379-043
66.	LYNN K NYGREN	03-13-358-009
67.	KATHLEEN M ODIERNO	03-13-356-004
68.	TIMOTHY F & KIMBERLY A OLSEN	03-02-326-012
69.	LAWRENCE B & REVA K OLSON	04-07-480-008
70.	DENNIS E PAQUETTE	04-18-476-007
71.	BARBARA A PETERSON	04-19-178-015
72.	JANET & RONALD PETERSON	03-13-328-010
73.	RICHARD K PONCE & PONCE, KATHLEEN GREENWOOD	04-18-451-002
74.	RIMSEY RANKEN	03-13-388-007
75.	STEVEN E & PAIGE J REETZ	03-12-304-007
76.	ERIK & JENNIFER ROESSLER	04-30-354-006
77.	JACKIE ROTELLO	03-24-179-003
78.	ROBERT R & FRANCES SCHEWE	03-12-301-021
79.	MICHAEL SELOVER	03-24-408-004
80.	ANN & MARK SPANTON	03-25-200-017
81.	CHARLES & BARBARA STENGER	04-18-453-015
82.	JOHN & SANDRA STEVENS	04-29-304-001

83.	ALVIN E & DOROTHY M STONE	04-19-101-015
84.	STEVEN E & MELLISSA I PIPITONE TALLACKSEN	03-13-429-017
85.	RICHARD & IVA TALLMADGE	03-24-305-005
86.	RICHARD G & JEAN A TRUMAN	04-19-155-003
87.	MARY ANN ULRICH	04-18-254-029
88.	ARTHUR W UPMANN	03-13-479-006
89.	PATRICIA A UPMANN	04-18-427-006
90.	RUTH J VICK	03-13-476-023
91.	BROCK A VINCER	03-13-386-008
92.	ROBERT WALTON & JENNIFER CACCIAPAGLIA	04-19-126-032
93.	TONI M WELDON	03-24-127-001
94.	OTTO & KIM R WILLIAMS	03-13-327-002
95.	CODY E WRIGHT	03-24-127-006
96.	DANIEL M WRIGHT	03-13-355-004
97.	LEANNE H AND JEFFREY G WRIGHT	03-13-176-011
98.	LEANNE, JEFFREY & CODY WRIGHT	03-13-457-001
99.	C/O LUISA D M WRIGHT WRIGHT FAMILY INDUSTRIES LLC	03-13-176-010
100.	LINDA & EDWARD YOHO	03-25-101-002

**Exhibit 2**  
**Subrogation Claim List**

	<b>Name</b>	<b>Property Index Number</b>
1.	Adami, Blair & Katie	03-13-329-011
2.	Allsource Environmental LLC	Personal Property
3.	American Prairie Land Corp	03-13-451-003
4.	Anderson, Patrick & Jamie	03-13-329-017
5.	Andreoli, Richard F.	03-13-476-025
6.	Arnold, Alex	03-25-451-005
7.	Aspland Court Condominiums	04-18-352-001
8.	Ballard-Adney, Mary	03-24-206-011
9.	Barger, Larry	03-13-329-007
10.	Bates, John and Sheila	03-13-378-002
11.	Bellich, Catherine	03-13-480-011
12.	Birch, Terri	Personal Property
13.	Bond, Bradley and Anita	03-24-376-032
14.	Brian Elmer Company	03-13-302-010
15.	Brockway, Alexandra	03-13-428-026
16.	Bryer, Bobby and Karmen	03-24-379-002
17.	Chamberlain, Caitlin	03-13-329-018
18.	Chase, Laura	03-13-359-011
19.	Coke, Emily	03-24-452-012
20.	Collins, Jim	03-24-352-014
21.	Cook, Jack	03-11-300-020
22.	Cooper, Diana	03-13-476-007
23.	Crowley, Gregory and Sharon	03-13-302-004
24.	Czaja, Abigail & Kristopher	03-25-127-003
25.	Deinhammer, Patrick & Leslie	03-24-379-005
26.	Desautel, Thomas	03-24-376-003
27.	Dever, Lisa	Personal Property
28.	Dunham, Beatrice R.	03-13-251-009



29.	Elmer, Brian	03-13-380-009
30.	Enderle, Dan	03-13-386-001
31.	Eucker, Pamela	03-13-384-003
32.	Finley, Abby	03-13-327-008
33.	First Congregational Church	03-13-387-014
34.	Fisher, Thomas	Personal Property
35.	Fleming, Hillary	03-24-305-003
36.	Fleming, Michael and Britt	03-24-352-015
37.	Gerue, Nancy	03-24-408-001
38.	Hamblock, John J.	03-24-110-003
39.	Haun, Erin	03-24-207-001
40.	Henderson, Mark and Sara	03-24-352-013
41.	Hernandez, Jazmin	03-13-226-002
42.	Hoff, James	03-24-408-011
43.	Karg, Kimberly	03-24-309-006
44.	Kassal, Raymond	03-24-103-011
45.	Kluesner, Jesse & Amanda	03-13-476-011
46.	Lane, Jeana	03-13-451-008
47.	Lindaman, Jared	03-13-329-008
48.	Loomis, Brent	03-13-251-002
49.	Lucchesi, Cory and Melinda	03-24-379-013
50.	Malavolti, Jared & Kimberly	03-24-110-006
51.	Malone, Ronald	Personal Property
52.	Mann, James	03-24-379-004
53.	Marino Property Investments	03-24-131-012
54.	McWilliams (Riggins), Keanlynn	03-13-429-009
55.	Meadow Run Estates Funding LLC	04-29-254-004
56.	Metz, Joseph	03-13-331-001
57.	Metz, Sr., Joe	03-13-329-002
58.	Miller, Steven	03-13-477-007
59.	Morning, Brent	03-13-251-004
60.	Moroz, Lori and Gregory	03-24-328-024

61.	Noonen, Robert and Mary	03-24-378-015
62.	Oberst, Michael	03-24-380-005
63.	Osberg, Eric	03-24-376-008
64.	Parada, Jennifer	04-20-128-005
65.	Pekarsky, Michael	03-25-126-001
66.	Pinkstaff, Brian & Carisa	04-31-101-003
67.	Pipeone, Tony	Unknown Property
68.	Pipitone Properties LLC	03-24-139-003
69.	Red Eye, LLC	03-13-401-006
70.	Riley, Barbara	03-24-378-013
71.	Ritter, Sheila	03-13-329-029
72.	Rock Valley Industries LLC	Personal Property
73.	Roemerma, Geoff	03-13-329-009
74.	Roser, Stephanie	04-19-251-012
75.	Stein, Timothy & Jeanne	03-13-360-002
76.	Steward, Geraldine	03-13-352-002
77.	Strawbridge, Camille	03-13-476-024
78.	Stringham, Bridget	03-13-229-013
79.	Sularz, Ann	03-25-128-002
80.	Talmadge, Kevin	03-24-376-006
81.	Tell, Jr., Nathaniel	03-24-376-007
82.	The Middleby Corporation	750 N. Blackhawk Boulevard, Rockton, IL 61072
83.	The Schenk Trust	03-24-207-001
84.	Ugarte-Hopkins, Juliet	03-24-379-001
85.	Village Woods Estates Condominium Association	03-24-306-006
86.	Vyborny, Justin	03-24-408-010
87.	Williams, Diana	03-13-302-015
88.	Wimmer, Mark E.	03-13-329-006
89.	Wright, Daniel	03-13-355-004

### Exhibit 3

Si necesita este formulario en español, comuníquese con el Administrador del Acuerdo para obtener ayuda llamando al 1-866-XXX-XXXX, o visite [www.GPCclassaction.com](http://www.GPCclassaction.com).

*Grasley, et al. v. Chemtool, Inc., No. 21 L 162 (Winnebago Cty. Cir. Ct.)*

## CHEMTOOL CLASS SETTLEMENT CLAIM FORM INSTRUCTIONS

### Instructions For Completing the Chemtool Class Settlement Claim Form

If you were on June 14, 2021 an Illinois citizen and an owner or tenant of property located in Illinois within a three-mile radius of the Chemtool Manufacturing Plant located at 1165 Prairie Hill Road in Rockton, Illinois (“Rockton Plant”) and did not previously opt out of the Class, you are eligible to receive a monetary award pursuant to a proposed class action settlement that resolves litigation arising out of a fire at the Rockton Plant that began on June 14, 2021. On average, it is estimated that Class Members who submit valid claims will receive between at least \$ \_\_\_\_\_ and \$ \_\_\_\_\_.

If you wish to make a claim under the terms of the proposed class action settlement, you must submit this Claim Form. Each person or entity who submits this Claim Form is referred to as a “Claimant.” **The easiest way to submit a claim is online at [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com) or by scanning the QR Code below:**

**[INSERT QR CODE]**

If you choose to submit a claim online, you must do so on or before **[MONTH DAY]**, 2024. You may also submit a claim by printing and completing a hard copy of the attached Claim Form and sending it by U.S. Mail to the the following address:

Analytics Consulting LLC  
Chemtool Class Action Settlement Administrator  
P.O. Box 2009  
Chanhassen, MN 55317-2009

If you submit a hard copy of this Claim Form by U.S. mail, it must be postmarked on or before **[MONTH DAY]**, 2024.

If you submit your claim after this date, you will not be eligible to receive any monetary award from the proposed Settlement Agreement. However, you will still be bound by the terms of the Settlement Agreement as approved by the Court.

Please fill out each of the four (4) sections of the attached Claim Form.

Only one Claim Form may be submitted per Claimant. If you need any additional Claim Forms you can either make copies of this Claim Form yourself or obtain them by calling Analytics Consulting LLC, the Chemtool Class Action Settlement Administrator at 833-457-5350 or visiting [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com).

If a Claimant is an individual who is either (1) deceased or (2) incapacitated (legally unable to complete the Claim Form), a Claim Form may be completed and submitted by a legal representative on behalf of the Claimant. For a deceased Claimant’s representative, you must provide proof of your authority to act on behalf of the Claimant upon request from the Claims Administrator.

Si necesita este formulario en español, comuníquese con el Administrador del Acuerdo para obtener ayuda llamando al 833-457-5350 o visite [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com).

**Please answer the following questions legibly and in ink**

**CLAIM FORM**

**PART 1 – CLAIMANT INFORMATION**

**Claimant Information:**

1. Is the Claimant [check one]:  
\_\_\_ An individual \_\_\_ A legal entity (for example, a company)

Answer question 2, 3, or 4:

2. **If the Claimant is an individual**, complete the following:

Claimant's Name: \_\_\_\_\_  
                                    First                                    Middle                                    Last

Claimant's Birth Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
                                    Month                                    Day                                    Year

3. **If the Claimant is an individual who is deceased or incapacitated**, complete the following:

Claimant's Name: \_\_\_\_\_  
                                    First                                    Middle                                    Last

Claimant's Birth Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
                                    Month                                    Day                                    Year

Name of person completing this Claim Form on behalf of the deceased or incapacitated Individual:

\_\_\_\_\_  
                                    First                                    Middle                                    Last

4. **If the Claimant is a legal entity (for example, a company)**, complete the following:

Claimant's Name: \_\_\_\_\_

All Claimants must complete Question 5. If you are completing this Claim Form on behalf of an individual who is deceased or incapacitated, provide the following information about yourself, not the Claimant.

5. Claimant's Current Mailing Address:

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

Si necesita este formulario en español, comuníquese con el Administrador del Acuerdo para obtener ayuda llamando al 833-457-5350 o visite [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com).

Claimant's Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Claimant's Email Address: \_\_\_\_\_

## PART 2 – PROPERTY THE CLAIMANT OWNED OR RENTED

The geographic area in Illinois within a three-mile radius of the Rockton Plant is called the "Class Area." List any property within the Class Area that the Claimant owned or rented on **June 14, 2021**. Follow the instructions below to provide the requested information for each separate property that the Claimant owned or rented within the Class Area on June 14, 2021.

A Class Area map is available online at [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com) or by **scanning the QR Code below**:

[INSERT QR CODE]

You can also obtain a Class Area map by calling Analytics Consulting LLC, the Chemtool Class Action Settlement Administrator at 833-457-5350.

Do **not** list any properties outside the Class Area.

6. How many properties in the Class Area did the Claimant own or rent on June 14, 2021?  
\_\_\_\_\_.

If the answer to this question is greater than "1", answer questions 7-14 below for the **first** property and attach separate pages, answering questions 7-14 for each additional property.

7. What is the complete address of the property in the Class Area that the Claimant owned or rented on June 14, 2021?

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

8. With respect to this property, on June 14, 2021, was the Claimant (check one):

Owner \_\_\_ Renter \_\_\_

9. With respect to this property, on June 14, 2021, was it (check one):

Residential \_\_\_

Non-Residential \_\_\_ (such as commercial, industrial, agricultural, or any other type that is not residential)

If you checked "Residential" in response to the question 9, answer question 10 below (If you checked "Commercial" in response to question 9, you may skip to question 11):

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

Si necesita este formulario en español, comuníquese con el Administrador del Acuerdo para obtener ayuda llamando al 833-457-5350 o visite [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com).

10. In addition to the Claimant, how many persons resided at the property on June 14 2021 (do not count the Claimant when answering this question): \_\_\_\_\_

11. Provide the name and current age of each person other than the Claimant who resided at the property on June 14, 2021:

Person #1: \_\_\_\_\_  
Name Current Age

Person #2: \_\_\_\_\_  
Name Current Age

Person #3: \_\_\_\_\_  
Name Current Age

Person #4: \_\_\_\_\_  
Name Current Age

Person #5: \_\_\_\_\_  
Name Current Age

12. Was an insurance claim submitted for damage to the property or items of personal property resulting from the fire that began at the Rockton Plant on June 14, 2021?

Yes \_\_\_\_ No \_\_\_\_

If your answer to the previous question was "Yes," answer questions 13 and 14:

13. What is the name, address, and telephone number of the insurance company to whom the claim was made (if a claim was made to more than one insurance company, identify each of them)?

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

14. Did the insurance company pay any money to the Claimant as a result of the claim (check all that apply)?

\_\_\_\_ No. Insurance denied my claim.

\_\_\_\_ Yes. If yes, state how much money was paid \$ \_\_\_\_\_ and the amount of the deductible, if any, that you paid \$ \_\_\_\_\_.

\_\_\_\_ Claim is still pending or is partially pending. If still pending, state how much money is still pending payment from the insurance claim \$ \_\_\_\_\_.

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

Si necesita este formulario en español, comuníquese con el Administrador del Acuerdo para obtener ayuda llamando al 833-457-5350 o visite [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com).

**PART 3: PROOF THE CLAIMANT WAS AN OWNER OR RENTER OF THE PROPERTY ON JUNE 14, 2021**

All Claim Forms require proof that the Claimant was either the owner or renter of each property identified in Part 2 of this Claim Form on June 14, 2021.

Please include with this Claim Form documentation showing that the Claimant owned or rented the property identified in Part 2 of this Claim Form on June 14, 2021. If you identified more than one property in Part 2 of this Claim Form, you must submit the required documentation for each property you identified. Acceptable forms of documentation include:

- utility bill for the time period including June 14, 2021
- telephone bill for the time period including June 14, 2021
- voter ID card
- driver's license
- state ID
- deed
- mortgage statement for the time period including June 14, 2021
- rental agreement for the time period including June 14, 2021, or
- other similar documents showing your address and dates of ownership or residence as a tenant.

If no supporting documentation is provided, your Claim will be denied.

**PART 4: SIGNATURE**

Signature
<b>By submitting this Claim Form, I declare that the information provided in this Claim Form is true and correct, and that I am 18 or older and am authorized to submit this Claim Form on behalf of myself or I am the legal representative of the Claimant.</b>
<b>Date:</b> _____
<b>Name (Printed):</b> _____
<b>Signature:</b> _____

**Exhibit 4***Grasley, et al. v. Chemtool Inc., No. 21 L 162 (Winnebago Cty. Cir. Ct.)***NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

You have been sent this Notice of Proposed Class Action Settlement (“Notice”) because you may be a member of a Class whose rights would be affected by a proposed settlement that would resolve litigation arising out of a fire at the Chemtool Manufacturing Plant located at 1165 Prairie Hill Road in Rockton, Illinois that began on June 14, 2021. As explained in greater detail, the proposed settlement will establish a fund of \$94,500,000 that will be used to make monetary awards to Class Members and to pay expenses of a Settlement Administrator, incentive awards to Class Representatives, attorneys’ fees and litigation expenses to counsel for the Class, and certain identified claims related to the fire. A copy of the proposed Settlement Agreement (“Settlement Agreement”) is available [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com). You have the following legal rights and options:

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<p><b>(1) SUBMIT A CLAIM FOR A MONETARY AWARD</b> (REQUIRES ACTION BY [MONTH DAY], 2024)</p>	<p>Apply to receive a monetary award by submitting a Claim Form. If approved by the Court, you will be bound by the terms of the Settlement Agreement, including but not limited to the release of claims as set forth in the Settlement Agreement.</p>
<p><b>(2) OBJECT TO THE PROPOSED SETTLEMENT AGREEMENT</b> (REQUIRES ACTION BY [MONTH DAY], 2024)</p>	<p>Object to the proposed Settlement Agreement by filing a written objection. The Court will consider and rule on your objection. If you file an objection, you may still apply to receive a monetary award by submitting a Claim Form.</p>
<p><b>(3) DO NOTHING</b></p>	<p>You will not receive a monetary award, but you will still be bound by the terms of the Settlement Agreement if approved by the Court, including but not limited to the release of claims as set forth in the Settlement Agreement.</p>

Pursuant to 735 ILCS 5/2-803 and 5/2-806, you are notified as follows:

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.



## **Overview**

This Notice is given to you because you may be a member of a Class whose rights would be affected by a proposed Settlement Agreement that would resolve a lawsuit arising out of a fire at the Chemtool Manufacturing Plant located at 1165 Prairie Hill Road in Rockton, Illinois that began on June 14, 2021.

**You are a member of the Class if on June 14, 2021 you were an Illinois citizen and an owner or tenant of property located in Illinois within a three-mile radius of the Chemtool Manufacturing Plant located at 1165 Prairie Hill Road in Rockton, Illinois, and you did not opt out of the Class.**

Specifically excluded from the Class are Chemtool Incorporated (“Chemtool”), any entities in which Chemtool has a controlling interest, any of Chemtool’s officers, directors, or employees as of June 23, 2021, any of Chemtool’s legal representatives, heirs, successors, and assigns, anyone employed by the law firms representing the Plaintiffs, and any Judge to whom this case is assigned and his or her immediate family.

The Court has preliminarily approved the proposed Settlement Agreement and has scheduled a hearing for [MONTH DAY], 2024 at [TIME] to determine whether it is fair, reasonable, and adequate and whether to give it final approval. This Notice is intended to advise you of the proposed Settlement Agreement and your rights regarding it, which include: (1) submitting a claim for a monetary award, (2) objecting to the proposed Settlement Agreement, or (3) doing nothing.

## **Description of the Lawsuit and Related Litigation**

This lawsuit (“*Grasley*”) is pending in the Circuit Court of the 17th Judicial Circuit in Winnebago County, Illinois and is currently assigned to the Honorable Stephen E. Balogh (“Court”). It was brought on behalf of a class (the “Class”) consisting of all Illinois citizens who were, on June 14, 2021, owners or tenants of property located in Illinois within a three-mile radius of the Chemtool Manufacturing Plant located at 1165 Prairie Hill Road in Rockton, Illinois (“Plant” or “Rockton Plant”). This geographic area is referred to as the “Class Area.”

In their Second Amended Class Action Complaint in the lawsuit (“Complaint”), named plaintiffs Charles Grasley, Diane Connelly, Paige Hoops, and Eric Osberg (“Plaintiffs”) allege that Chemtool caused damage to their properties and other properties in the Class Area as a result of a fire at the Rockton Plant that began on June 14, 2021 and that created a plume of smoke, dust, and debris (“Fire”). Plaintiffs allege that Holian Insulation Company (“Holian”), a contractor performing work at the Rockton Plant that day, was also responsible for the damage to Plaintiffs’ and the Class’s properties. The Plaintiffs’ Complaint sought to recover compensatory damages for property cleanup costs, diminution of property value, loss of the reasonable use and enjoyment

of property, and other property related damages of the members of the Class, as well as injunctive relief to remediate the damage to properties in the Class Area, and punitive damages.

Chemtool denies allegations of wrongdoing and asserts numerous defenses, including that Holian is responsible for causing the Fire and the plaintiffs lack alleged damages. Holian denies all allegations of wrongdoing and asserts numerous defenses relating to, among other things, Chemtool's alleged failure to protect the Rockton Plant from fires. The Court has not yet made any determination about the merits of the claims in the Complaint or any party's defenses.

Two other class action lawsuits arising out of the Fire were filed in the Circuit Court of the 17th Judicial Circuit in Winnebago County, Illinois ("*Mackey*" and "*Henderson*") and subsequently removed to the United States District Court for the Northern District of Illinois (Western Division) and consolidated into a single lawsuit, referred to as *Mackey*. The named plaintiffs in *Mackey* are Stephanie Mackey, Nick Migliore, and Sara Henderson. The named plaintiffs in *Mackey* are represented by the same attorneys representing the Plaintiffs in *Grasley*. Defendants in *Mackey* are Chemtool and its corporate parent The Lubrizol Corporation ("Lubrizol"), as well as Holian.

### **The Court's Previous Class Certification Decision in *Grasley***

On October 10, 2022, Judge Balogh entered an order in *Grasley* certifying this lawsuit as a class action pursuant to 735 ILCS 5/2-801 and defined the Class as Illinois citizens who were, on June 14, 2021, owners or tenants of property in Illinois within a three-mile radius of the Rockton Plant, excluding Chemtool, any entities in which Chemtool has a controlling interest, any of Chemtool's officers, directors, or employees as of June 23, 2021, any of Chemtool's legal representatives, heirs, successors, and assigns, anyone employed with Plaintiffs' counsels' firms, and any Judge to whom this case is assigned and his or her immediate family.

On November 4, 2022, Judge Balogh entered an order in *Grasley* appointing named plaintiffs Charles Grasley, Diane Connelly, Paige Hoops, and Eric Osberg to serve as class representatives and attorneys Robert Foote, Robert S. Libman, and Daniel R. Flynn to serve as Co-Lead Counsel for the Class, Marc C. Gravino to serve as Liaison Counsel, and Kathleen Chavez, Deanna N. Pihos, Edward J. Manzke, Steven Hart, and David Neiman to the Plaintiffs' Steering Committee for the Class (collectively, "Class Counsel"). Addresses for these attorneys are shown below:

Robert M. Foote Kathleen C. Chavez FOOTE, MIELKE, CHAVEZ & O'NEIL LLC 10 West State Street, Suite 200 Geneva, IL 60134	Robert S. Libman Deanna N. Pihos MINER, BARNHILL & GALLAND P.C. 325 N. LaSalle Street, Ste. 350 Chicago, IL 60654
Daniel R. Flynn DiCELLO LEVITT, LLC Ten North Dearborn Street, Sixth Floor Chicago, IL 60602	Marc C. Gravino WILLIAMS McCARTHY LLP 120 W. State Street Rockford, IL 61105

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

Edward J. Manzke THE COLLINS LAW FIRM, P.C. 1770 Park Street, Ste. 200 Naperville, IL 60563	Steven Hart HART McLAUGHLIN & ELDRIDGE LLC 22 W. Washington Street, Ste. 1600 Chicago, IL 60602
David Neiman ROMANUCCI & BLANDIN, LLC 321 N. Clark Street, Ste. 900 Chicago, IL 60654	

On February 13, 2023, Judge Balogh entered an order approving the sending of notice to the Class of the Court’s class certification order and of the rights of each Class Member (“Notice”). The Notice also explained that each Class member had the option to either: (1) remain in the Class, or (2) opt out of the Class. Class members who chose to opt out of the Class were required to do so by May 15, 2023. Class members who did not opt out of the Class by that date remain members of the Class.

Since the Court’s October 10, 2022 Class Certification Order, Class Counsel has continued vigorously litigating this case on behalf of the Class and Chemtool has vigorously defended the case.

### **The Proposed Class Action Settlement Agreement**

Plaintiffs, Chemtool, and Lubrizol have entered into a Settlement Agreement that, if approved by the Court, will resolve the Class’s claims against Chemtool and Lubrizol in the pending class action lawsuits relating to the Fire. On [MONTH DAY], 2024, Plaintiffs and Chemtool filed a joint motion asking the Court to preliminarily approve the Settlement Agreement, subject to this Notice of Proposed Class Action Settlement Agreement being sent to the Class and a hearing to determine whether the Settlement Agreement is fair, reasonable, and adequate that would consider, among other things, any objections to the Settlement Agreement.

The key provisions of the Settlement Agreement are summarized below.

- The Settlement Agreement will resolve the claims against Chemtool in *Grasley* and against Chemtool and Lubrizol in *Mackey*.
- The Class Representatives are Charles Grasley, Diane Connelly, Paige Hoops, and Eric Osberg.
- The parties to the Settlement Agreement are the Class Representatives, the *Mackey* named plaintiffs (Sara Henderson, Nick Migliore, and Stephanie Mackey), Class Counsel, Chemtool, and Lubrizol.
- A total of \$94,500,000 will be paid into a Settlement Fund to pay: (1) monetary awards to eligible Class Members, (2) expenses of a Settlement Administrator in connection with providing notice to the Class and administration of the Settlement Agreement, (3) such incentive awards to the proposed Class Representatives as the Court approves (Class

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

Counsel is requesting an incentive award of \$18,000 to each of the four Class Representatives and an equal amount to each of the three named plaintiffs in *Mackey*), (4) such attorneys' fees and litigation expenses to Class Counsel as the Court approves (Class Counsel is limiting its request to no more than 35% of the Settlement Fund), and (5) resolution of certain identified claims related to the Fire.

- Each Class Member will be entitled to file a Claim Form in order to seek a monetary award.
- In order to obtain a monetary award, Class Members will be required to release Chemtool, Lubrizol, and related entities and persons. However, even if you choose to do nothing and not obtain a monetary award, if the Settlement Agreement is approved by the Court, you will be bound by the terms of the Settlement Agreement including a release of Chemtool, Lubrizol, and related entities and persons as set forth in the Settlement Agreement.

The amount of each individual Class Member's monetary award will depend on, among other things, the number of Class Members who submit approved Claims, whether the Class Member was an owner or tenant of property at the time of the Fire, the distance of the property from the Chemtool Plant, whether the property was residential or non-residential, and the number of persons living at each Class Member's property at the time of the Fire. If every Class Member submits an approved Claim, and if the Court approves Class Counsel's request for incentive awards to the Class Representatives and for attorneys fees and litigation expenses, it is estimated that Class Members will receive between at least \$ [REDACTED] and \$ [REDACTED].

**The Court's Preliminary Approval of the Settlement Agreement  
and Scheduling of a Final Approval Hearing**

On [MONTH DAY], 2024, the Court entered an order preliminarily approving the Settlement Agreement, directing Class Counsel to send this Notice of Class Action Settlement Agreement to the Class, and scheduling a hearing to consider any objection, and whether to give final approval, to the Settlement Agreement ("Final Approval Hearing").

**The Final Approval Hearing will take place on [MONTH DAY], 2024 at [TIME] in Courtroom 451 of the Winnebago County Courthouse located at 400 West State Street in Rockford, Illinois 61101.** The purpose of the hearing is for the Court to determine whether to approve the Settlement Agreement. You are permitted, but not required, to attend the Final Approval Hearing provided you file a written notice of intent to appear with the Court and mail it to the Settlement Administrator no later than fourteen (14) calendar days before the date of the Final Approval Hearing.

**YOUR OPTIONS**

- (1) SUBMIT A CLAIM FOR A MONETARY AWARD**
- (2) OBJECT TO THE PROPOSED SETTLEMENT**
- (3) DO NOTHING**

Each of these options is explained below.

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<p><b>(1) SUBMIT A CLAIM FOR A MONETARY AWARD</b> (REQUIRES ACTION BY [MONTH DAY], 2024)</p>	<p>Apply to receive a monetary award by submitting a Claim Form. If approved by the Court, you will be bound by the terms of the Settlement Agreement, including but not limited to the release of claims as set forth in the Settlement Agreement.</p>
<p><b>(2) OBJECT TO THE PROPOSED SETTLEMENT AGREEMENT</b> (REQUIRES ACTION BY [MONTH DAY], 2024)</p>	<p>Object to the proposed Settlement Agreement by filing a written objection. The Court will consider and rule on your objection. If you file an objection, you may still apply to receive a monetary award by submitting a Claim Form.</p>
<p><b>(3) DO NOTHING</b></p>	<p>You will not receive a monetary award, but you will still be bound by the terms of the Settlement Agreement if approved by the Court, including but not limited to the release of claims as set forth in the Settlement Agreement.</p>

Your legal rights are affected whether you act or not. Read this notice carefully.

**1. SUBMIT A CLAIM FOR MONETARY RELIEF**

If you fall within the definition of the Class and did not previously opt out by May 15, 2023, you will remain in the Class and have the right to submit a claim for a monetary award. To do so, you must submit a Claim Form and required documentation no later than [MONTH DAY], 2024. A copy of the Claim Form is attached to this Notice and may also be obtained at [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com), by calling 833-457-5350 toll free, by emailing [info@chemtoolclassaction.com](mailto:info@chemtoolclassaction.com), or by writing to Analytics Consulting LLC, Chemtool Class Action Settlement Administrator, P.O. Box 2009, Chanhassen, MN 55317-2009. If the Settlement Agreement is approved, you will be bound by all terms of the Settlement Agreement, including the release of specified claims against Lubrizol, Chemtool, and related entities and persons as set forth in the Settlement Agreement.

**2. OBJECT TO THE SETTLEMENT**

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

You have the right to object to the Settlement Agreement if you do not think it is fair, reasonable, or adequate or for any other reason. The Court will consider and rule on your objection at the Final Approval Hearing.

If you wish to object to the Settlement Agreement, you must comply with the following requirements and procedure:

- a. Your objection must be in writing.
- b. Your objection must:
  - include the name of this case (*Grasley*)
  - state your full name, mailing address, email address, and telephone number
  - contain your signature
  - state the reasons for the objection
  - state whether you are represented by an attorney and, if so, state the full name, mailing address, email address, and telephone number of the attorney
  - state whether you or any attorney representing you intend to appear at the Final Approval Hearing
  - identify any witnesses, if any, you intend to call at the Final Approval Hearing
  - identify the documents, if any, you intend to use or offer into evidence at the Final Approval Hearing
- c. If you are an individual and not a business entity, you (not an attorney representing you) must sign the objection. If you are a business entity, you must be represented by an attorney.
- d. You must mail the objection to the following addresses **AND POSTMARK IT ON OR BEFORE [MONTH DAY], 2024:**

Analytics Consulting LLC  
Chemtool Class Action Settlement Administrator  
P.O. Box 2009  
Chanhassen, MN 55317-2009

Kelly A. Kosek  
Senior Litigation Counsel  
29400 Lakeland Blvd.  
Wickliffe, OH 44092

- e. If you file an objection, you will be required to respond to discovery requests related to the objection within seven (7) calendar days of service of such requests and you will be required to appear for a deposition related to the objection within seven (7) calendar days of service of notice of deposition.

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

Failure to comply with any of the above requirements or procedure will result in the denial of your objection. If the Court enters an order giving final approval to the Settlement Agreement over your objection and you wish to appeal the Court's order, the Court may require that you post a bond in order to do so.

Even if you object, you may still submit a claim for a monetary award as described in Section 1 above.

If your objection is unsuccessful, you will still be considered a participant in the Settlement. If the Settlement Agreement is approved, you will be bound by all terms of the Settlement Agreement, including the release of specified claims against Lubrizol, Chemtool, and related entities and persons as set forth in the Settlement Agreement.

### **3. DO NOTHING**

If you do nothing, you will not receive a monetary award. You will still be considered a participant in the Settlement. If the Settlement Agreement is approved, you will be bound by all terms of the Settlement Agreement, including the release of specified claims against Lubrizol, Chemtool, and related entities and persons as set forth in the Settlement Agreement.

#### **Further Information**

Plaintiffs' Second Amended Class Action Complaint, Chemtool's Answer, the proposed Settlement Agreement, the Court's [MONTH DAY], 2024 Order preliminarily approving the Class Action Settlement, and all other papers filed in this case are publicly available for inspection at the Winnebago County, Illinois Courthouse, Office of the Clerk of Court, 400 West State Street, Rockford, Illinois, 61101, and are available for copying at your own expense.

If you have any questions about this Notice or about the case generally, information and some of the above documents are also available at [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com), by calling 833-457-5350 toll free, by emailing [info@chemtoolclassaction.com](mailto:info@chemtoolclassaction.com), or by writing to Analytics Consulting LLC, Chemtool Class Action Settlement Administrator, P.O. Box 2009, Chanhassen, MN 55317-2009.

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE CLERK OF THE COURT AS THEY CANNOT ANSWER QUESTIONS CONCERNING THE LAWSUIT.**

Dated: [MONTH DAY], 2024

**BY ORDER OF THE WINNEBAGO COUNTY CIRCUIT COURT  
17<sup>TH</sup> JUDICIAL DISTRICT**

QUESTIONS? VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350.

## Exhibit 5

### **NOTICE OF CHEMTOOL CLASS ACTION SETTLEMENT**

If you were an owner or tenant of property located within a three-mile radius of the Chemtool Manufacturing Plant located at 1165 Prairie Hill Road in Rockton, Illinois (“Rockton Plant”) on June 14, 2021, and you were an Illinois citizen at that time, you may be entitled to a monetary award pursuant to a proposed Settlement Agreement resolving a class action lawsuit.

**What is the Lawsuit About?** This lawsuit (“*Grasley*”) is pending in the Circuit Court of the 17th Judicial Circuit in Winnebago County, Illinois and is currently assigned to the Honorable Stephen E. Balogh (“Court”). It was brought on behalf of a class (the “Class”) consisting of all Illinois citizens who were, on June 14, 2021, owners or tenants of property located in Illinois within a three-mile radius of the Rockton Plant (the “Class Area”)

In their Second Amended Class Action Complaint in the lawsuit (“Complaint”), named plaintiffs Charles Grasley, Diane Connelly, Paige Hoops, and Eric Osberg (“Plaintiffs”) allege that Chemtool caused damage to their properties and other properties in the Class Area as a result of a fire at the Rockton Plant that began on June 14, 2021 and that created a plume of smoke, dust, and debris (“Fire”). Plaintiffs allege that Holian Insulation Company (“Holian”), a contractor performing work at the Rockton Plant that day, was also responsible for the damage to Plaintiffs’ and the Class’s properties. The Plaintiffs’ Complaint sought to recover compensatory damages for property cleanup costs, diminution of property value, loss of the reasonable use and enjoyment of property, and other property related damages of the members of the Class, as well as injunctive relief to remediate the damage to properties in the Class Area, and punitive damages.

Chemtool denies allegations of wrongdoing and asserts numerous defenses, including that Holian is responsible for causing the Fire and the plaintiffs lack alleged damages. Holian denies all allegations of wrongdoing and asserts numerous defenses relating to, among other things, Chemtool’s alleged failure to protect the Rockton Plant from fires. The Court has not yet made any determination about the merits of the claims in the Complaint or any party’s defenses.

Two other class action lawsuits arising out of the Fire were filed in the Circuit Court of the 17th Judicial Circuit in Winnebago County, Illinois (“*Mackey*” and “*Henderson*”) and subsequently removed to the United States District Court for the Northern District of Illinois (Western Division) and consolidated into a single lawsuit, referred to as *Mackey*. The named plaintiffs in *Mackey* are Stephanie Mackey, Nick Migliore, and Sara Henderson. Defendants in *Mackey* are Chemtool and its corporate parent The Lubrizol Corporation (“Lubrizol”), as well as Holian.

**What Are The Settlement Benefits And Terms?** On [DATE], the Court entered an order preliminarily approving the Settlement Agreement (“Preliminary Approval Order”) with Chemtool and Lubrizol. Under the Settlement, Chemtool and Lubrizol have agreed to a settlement sum of \$94,500,000, to be deposited into a Qualified Settlement Fund to pay: (1) monetary awards to eligible Class Members, (2) expenses of a Settlement Administrator in connection with providing notice to the Class and administration of the Settlement Agreement, (3) incentive awards



to the proposed Class Representatives as the Court approves; (4) attorneys' fees and litigation expenses to Class Counsel as the Court approves, and (5) certain other identified claims related to the Fire.

### **WHAT ARE YOUR RIGHTS AND OPTIONS?**

**Submit a Claim for a Monetary Award.** To apply for a monetary award, you must timely mail a Claim Form or timely complete and submit a Claim Form online at [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com) ("Settlement Website"). You may also obtain a Claim Form by calling 833-457-5350 toll-free, by emailing [info@chemtoolclassaction.com](mailto:info@chemtoolclassaction.com), or by writing to Analytics Consulting, LLC, Chemtool Class Action Administrator, P.O. Box 2009, Chanhassen, MN 55317-2009. Your Claim Form must be postmarked or submitted online no later than **[DATE]**.

**Object to the Proposed Settlement Agreement.** If you wish to object to the proposed Settlement Agreement, you must submit a written objection no later than **[DATE]**. Requirements about what to include in your objection and how to submit it may be found at the Settlement Website or by calling 833-457-5350 toll-free. If you object, you may still apply for a monetary award by timely submitting a Claim Form.

**Do Nothing.** If you do nothing, you will not receive a monetary payment and you will be bound by the terms of the Settlement Agreement once approved by the Court.

### **FINAL APPROVAL HEARING**

On **[DATE]**, the Court will hold a **Final Approval Hearing to consider any objections to the Settlement Agreement and determine whether to give final approval.** All persons who timely object to the settlement by **[DATE]** may appear at the Final Approval Hearing, provided the person files a written notice of intent to appear with the Court and mails it to the Settlement Administrator no later than fourteen (14) calendar days before the date of the Final Approval Hearing. You may retain your own attorney to represent you at the Final Approval Hearing, but you are not required to do so.

**Who are the Class Representatives?** Charles Grasley, Diane Connelly, Paige Hoops, and Eric Osberg are the Class Representatives in this lawsuit. They have remained engaged in representing the Class's interests throughout the lawsuit and reviewed and approved the terms of the proposed Settlement Agreement. They will seek an incentive award of \$18,000 each.

**Who are the attorneys for the Plaintiffs and the proposed Class?** Co-lead Counsel for the Class are Robert Foote of Foote, Mielke, Chavez & O'Neil LLC, Robert S. Libman of Miner, Barnhill & Galland P.C., and Daniel R. Flynn of DiCello Levitt, LLC. Liaison Counsel for the Class is Marc C. Gravino of Williams McCarthy LLP. Plaintiffs' Steering Committee for the Class consists of Kathleen Chavez of Foote, Mielke, Chavez & O'Neil, LLC, Deanna N. Pihos of Miner, Barnhill & Galland, P.C., Edward Manzke of The Collins Law Firm, P.C. Steven Hart of Hart, McLaughlin & Eldridge LLC and David Neiman of Romanucci & Blandin, LLC.

**Do I have any obligation to pay attorneys' fees or expenses?** No. The attorneys' fees and expenses will be paid exclusively from the Settlement Fund and only upon approval by the Court. The attorneys' fees and litigation expenses will be in an amount not to exceed 35% of the \$94,500,000 Settlement Fund.

**Who is the Judge overseeing this settlement?** The Honorable Stephen E. Balogh, Circuit Court of the 17<sup>th</sup> Judicial Circuit in Winnebago County, Illinois

### **HOW CAN A CLASS MEMBER GET MORE INFORMATION?**

This Notice is a summary and does not describe all the details of the proposed Settlement Agreement. You are encouraged to read the Full Notice, the Settlement Agreement, the Preliminary Approval Order and other documents, all of which are available to you at [www.chemtoolclassaction.com](http://www.chemtoolclassaction.com). You may also obtain further information regarding the Settlement on the settlement website or by telephoning the Settlement Administrator toll-free at 1-833-457-5350, or by emailing questions to the Settlement Administrator at [info@chemtoolclassaction.com](mailto:info@chemtoolclassaction.com).

### **QUESTIONS?**

**VISIT [WWW.CHEMTOOLCLASSACTION.COM](http://WWW.CHEMTOOLCLASSACTION.COM) OR CALL 833-457-5350**

**Exhibit 6**

**CONFIDENTIAL – DO NOT DISTRIBUTE**

**CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT**

**RE: [Claimant/Subrogor]**

**RECITALS**

WHEREAS, on June 14, 2021, a fire occurred at Chemtool’s facility, located at 1165 Prairie Hill Road, Rockton, Illinois 61072 (the “Incident,” as defined below);

WHEREAS, [Add full name of Claimant/Subrogor] (“[Claimant]”), has alleged or could have alleged (as defined below) claims for damages against any one of the Releasees (as defined below) arising out of or related to the Incident;

WHEREAS, [Claimant], as a policyholder in good standing, tendered a claim related to the Incident to [Add full name of Subrogee-insurer] (“Subrogee-insurer” as defined below) and [Subrogee-insurer] is represented by [law firm] (“[Subrogee-insurer]’s counsel”);

WHEREAS, [Subrogee-insurer] paid [Claimant]’s insurance claim related to the Incident under its insurance policy;

WHEREAS, Chemtool and Lubrizol (as defined below) have denied any and all liability for claims alleged or which could have been alleged by [Claimant] or [Subrogee-insurer];

WHEREAS, the Parties (as defined below) wish to avoid the expense, effort, and risk of litigation, and believe it would be in their respective best interests to fully and finally resolve all claims, liabilities, and disputes that [Subrogee-insurer] and/or [Claimant] have or may have in connection with [Claimant]’s alleged damages giving rise to [Subrogee-insurer]’s subrogation claim;

NOW THEREFORE, for the good and valuable consideration described below, the sufficiency of which is hereby acknowledged, the Parties stipulate and agree as follows:

**TERMS**

For the purpose of this Release Agreement, the following terms (used throughout) shall have the meaning set forth below:

a) [Claimant] means [Full name of Claimant], its respective representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

**CONFIDENTIAL – DO NOT DISTRIBUTE**

b) **Chemtool** means Chemtool Incorporated, its respective representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

c) **Incident** means the fire commencing on June 14, 2021 that occurred at Chemtool Incorporated's plant in Rockton, Illinois, including but not limited to events related to the following: evacuation; precautions taken or recommended during the fire and in the fire's aftermath; efforts to control or otherwise subdue the fire; settling and/or dispersion of chemicals, substances or contamination including any release of physical matter, such as debris, dust, and gaseous substances (collectively referred to as "Products"); instances of exposure to the fire or to Products generated by or associated with the fire; and efforts to clean-up or otherwise remediate effects of the fire or Products generated by or associated with the fire.

d) **Lubrizol** means The Lubrizol Corporation, its respective representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

e) **Parties** means Chemtool, Lubrizol, and [**Subrogee-insurer**] (as all are defined in this section).

f) **Release / Release Agreement** means this Confidential Settlement and Release Agreement.

g) **Releasees** means Chemtool and Lubrizol (as both are defined in this section), and Holian Insulation Company, Incorporated; their respective representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

h) **Releasors** means [**Subrogee-insurer**] (as defined in this section).

i) **Subrogee / Subrogee-insurer** means [**Full name of Subrogee-insurer**], its respective representatives, corporate representatives, successors, successors in trust, successor trustees, insurers and reinsurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies.

**CONFIDENTIAL – DO NOT DISTRIBUTE**

**NOW, THEREFORE,** [Subrogee-insurer] executes this Release and the Parties agree as follows:

1. **Settlement.** The Parties have agreed that it is in their respective best interests to enter into this Release Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:
2. **Consideration.** Chemtool and Lubrizol shall pay [Subrogee-insurer] the following amount: [XX] (U.S. \$ [XX]). All payments shall be made payable to [Subrogee-insurer]'s counsel:

[ADD ADDRESS]

3. **Release.** For and in consideration of the sum stated above, Releasor [Subrogee-insurer] hereby releases, remises, and forever discharges Releasees, and their representatives, corporate representatives, successors, successors in trust, successor trustees, insurers, receivers, assigns, general partners, limited partners, agents, officers, directors, employees, divisions, subsidiaries, and parent companies, from any and all liability arising out of the Incident for damages arising from [Claimant]'s allegations of injury (of any kind) that have given rise to or could give rise to a subrogation claim by [Subrogee-insurer]; and from any and all liability for subrogation of or contribution to [Subrogee-insurer]'s payments made, or which may be paid in the future, related in any way to allegations of injury (of any kind) raised or which could have been raised by [Claimant] arising out of the Incident.

Releasor warrants its authority to execute this release. It is further understood and agreed that this Release Agreement does not limit, abrogate, or otherwise affect the rights afforded to and obligations required of any party pursuant to Illinois' Joint Tortfeasor's Contribution Act except as specifically and expressly released hereof.

4. **Dismissal of Pending Claims.** Releasor represents that, in the event it has filed a claim with any government agency or court related directly or indirectly to the Incident, within 10 business days of receiving the Consideration, that Releasor will move to dismiss with prejudice any proceeding related to such claim.
5. **Attorney's Fees and Costs.** Parties shall each bear their own costs and attorney's fees.

**CONFIDENTIAL – DO NOT DISTRIBUTE**

6. **No Admission of Liability.** Releasor acknowledges the disputed nature of the claims and agrees that nothing hereof shall be construed as an admission of liability by Chemtool and/or Lubrizol.

7. **Tax Obligations.** Releasor agrees that all tax consequences associated with this payment herein (as defined in paragraph 2 of this Release Agreement) are Releasor's sole responsibility. Releasor further acknowledges that the Parties have made no representations concerning taxation of this payment.

8. **Advice of Counsel.** Releasor acknowledge that it has had the opportunity to be represented by counsel in the process of considering entering into and executing this Release and that Claimant fully understands the meaning of the terms hereof and is entering this Release voluntarily.

9. **Confidentiality.** Releasor and Releasor's counsel shall keep strictly confidential and agree not to publicize, disclose or characterize to any third party, person or entity, at any time, the following information, except as it may otherwise appear in the public domain: this Release or any of the terms and conditions therein, including the total settlement amount reflected in this Release, and such history, background and/or the substance of any negotiations (all which shall be and is "Confidential Information"), except as required by law or an Order of a Court. Releasor and Releasor's counsel may also make disclosure of the money received by Releasor to their accountants and/or financial advisors who shall, however, upon such disclosure, be instructed to maintain and honor the confidentiality of such information.

If inquiry is made by any third person concerning the status of Releasor's claim, other than as identified above and as necessary to resolve any liens, Releasor and Releasor's counsel shall respond only that the claim has been resolved, and make no further comments. Releasor represents and warrant that any unauthorized disclosure of Confidential Information is a material breach of the settlement and further that Chemtool and Lubrizol are entitled to compensation from Releasor, as well as all other relief as justice so requires. Because it may be impossible or impractical to determine the actual damages suffered by Chemtool and/or Lubrizol as a result of a breach, and because the time and expense involved in proving the actual damage or loss make liquidated damages appropriate, if Releasor breaches its obligations to maintain and secure confidentiality pursuant to this Confidentiality Release Agreement, Releasor shall pay to Chemtool and/or Lubrizol, as liquidated damages, twenty-five percent (25%) of the amount paid to it by Chemtool

**CONFIDENTIAL – DO NOT DISTRIBUTE**

and Lubrizol under this Release Agreement plus attorney's fees incurred by Chemtool and/or Lubrizol in connection with a breach of the confidentiality provision.

10. **Entire Agreement.** This Release Agreement contains the entire agreement and understanding of the Parties concerning the matters set forth hereof. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated or referred to hereof, shall be deemed in any way to exist or bind either of the Parties. Each Party acknowledges and warrants that it has not executed this Release Agreement in reliance on any such other promise, representation, or warranty.

11. **Construction.** This Release Agreement is the product of arm's length negotiations between the Parties. No Party shall be deemed the drafter of this Release Agreement or any provision thereof. No presumption shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Release Agreement. In the event any provision of this Release Agreement is found to be invalid or otherwise unenforceable, the remainder of this Release Agreement shall remain fully valid and enforceable so long as the essential purpose of the Release Agreement (that the Releasees are released from future liability to Releasor in exchange for a payment to Releasor [**Subrogee-insurer**]) is not vitiated.

12. **No Oral Modifications.** This Release Agreement may not be modified orally. All modifications to this Release Agreement must be in writing and signed by the Parties to be charged. No breach of any provision hereof may be waived unless in writing. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or of any other provision hereof.

12. **No Assignments.** Releasor hereby represents and warrants that there has been no assignment or transfer whatsoever of any of the claims released hereof. Releasor agrees to defend and indemnify Releasees against any claim based upon, arising out of, or in connection with any such assignment or transfer.

13. **Effect of Release Agreement.** The Release Agreement shall be binding on and shall inure to the benefit of the Parties, their respective heirs, representatives, insurers, successors and assigns, and all other persons, firms, corporations, associations, partnerships or other entities whenever the context so permits.

**CONFIDENTIAL – DO NOT DISTRIBUTE**

14. **Counterparts.** The Release Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Copies made via facsimile shall be deemed valid originals.

15. **Challenges to or Disputes Involving This Settlement Agreement.** Any controversy or claim arising out of or relating to this Release Agreement will be settled by **binding arbitration and referred to the Judicial Arbitration Mediation Services (“JAMS”) for resolution**, with all costs to be shared equally between the disputing parties, who shall work together to agree on a binding neutral arbitrator to resolve any and all disputes. **BY SIGNING BELOW, THE RELEASOR SPECIFICALLY AGREES TO ARBITRATION AS THE EXCLUSIVE MEANS FOR FORMAL DISPUTE RESOLUTION AND ACKNOWLEDGES THAT THE RELEASOR UNDERSTANDS THE BINDING NATURE OF THE ARBITRATION.** If an agreed upon arbitrator cannot be selected, JAMS’ complex resolution procedures shall control the selection of a neutral arbitrator.

16. **Choice of Law.** The Release Agreement and any disputes arising under or in connection with the Incident are to be governed by and interpreted under the laws of the State of Illinois as such laws are applied to agreements entered into and to be performed entirely within Illinois, by Illinois residents, without giving effect to the choice of laws principles thereof.

[Subrogee-insurer] representative:

[print name] \_\_\_\_\_ so agrees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Authorized Representative of \_\_\_\_\_