

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA**

CRYSTAL GOOD, et al.,

Plaintiffs,

v.

**WEST VIRGINIA-AMERICAN WATER
COMPANY, et al.,**

Defendants.

Case No.: 2:14-CV-01374

Consolidated with:

Case No. 2:14-11011

Case No. 2:14-13164

Case No. 2:14-13454

Hon. John T. Copenhaver, Jr.

AMENDED CLASS ACTION SETTLEMENT AGREEMENT

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LIST OF EXHIBITS

- Exhibit 1** List of Federal Actions
- Exhibit 2** List of State Actions
- Exhibit 3** Settlement Fund Distribution Protocols
- Exhibit 4** Simple Claim Forms for Residential Household Claims and Business Claims
- Exhibit 5** List of Plaintiffs in Litigation on Exhibit A to Eastman Term Sheet
- Exhibit 6** Response Costs Subject to Waiver of Rate Recovery
- Exhibit 7** Revised Declaration of Dr. Shannon Wheatman Regarding Class Notice Program
- Exhibit 8** Short Form or Summary Notice
- Exhibit 9** Long Form Notice

1. PREAMBLE

Subject to preliminary and final approval by the Court¹ and in exchange for the good and valuable consideration as set forth herein, this Amended Class Action Settlement Agreement, together with its Exhibits (“Amended Settlement Agreement” or “Amended Agreement”), is entered into by and between Crystal Good, Melissa Johnson, individually and as next-friend and parent of her infant child, Mary Lacy, Joan Green, Summer Johnson, Wendy Renee Ruiz, Kimberly Ogier, Roy J. McNeal, Georgia Hamra, Maddie Fields, Brenda Baisden, d/b/a Friendly Faces Daycare, Aladdin Restaurant, Inc., R. G. Gunnoe Farms LLC, and Dunbar Plaza, Inc., d/b/a Dunbar Plaza Hotel (the “Settlement Class Representatives” or “Plaintiffs”), on behalf of themselves and the Settlement Class Members as defined below, by and through Settlement Class Counsel (as defined below) and West Virginia-American Water Company (“West Virginia American”), American Water Works Company, Inc. (“AWWC”), and American Water Works Service Company, Inc. (“AWWSC”), and Eastman Chemical Company (“Eastman”) intending that as among the Parties (as defined below), and all Settlement Class Members, the Litigation and the Released Claims shall be fully and finally compromised, settled and released, and the Litigation shall be dismissed with prejudice, as to all Parties and Released Entities upon the terms and conditions set forth herein (the “Settlement”).

2. RECITALS

WHEREAS, the Released Claims compromised by the Amended Settlement Agreement arise out of the January 9, 2014 chemical spill into the Elk River in Charleston, West Virginia from the site owned by Freedom Industries, Inc. including the introduction of water containing the spilled chemicals into the Kanawha Valley Water Treatment Plant (“KVTP”) and the

¹ Capitalized words and phrases used throughout this Amended Settlement Agreement carry the definitions set forth herein.

Kanawha Valley Distribution System operated by West Virginia American (the “Freedom Chemical Spill” or “Incident,” and further defined below) and serving parts of nine counties in the Charleston, West Virginia area;

WHEREAS, Plaintiffs have alleged that West Virginia American² and Eastman are liable for damage and injury allegedly resulting from the Incident;

WHEREAS, following the Incident, on January 19, 2014, Freedom Industries filed a bankruptcy petition in the United States Bankruptcy Court for the Southern District of West Virginia (the “Bankruptcy Court”), and a Chapter 11 Plan of Liquidation in the case was confirmed on October 6, 2015 and became effective on November 16, 2015 (the “Freedom Industries Bankruptcy”);

WHEREAS, Robert Johns was appointed the Plan Administrator by the Bankruptcy Court in place of Freedom Industries’ management, and to date the Plan Administrator has made distributions to the Class 4 Convenience Spill Claims (which includes claims of Settlement Class Members) in the Freedom Industries Plan of Liquidation, and has proposed to pay distributions to the Class 5 Spill Claims (which also includes claims of Settlement Class Members);

WHEREAS, as a result of the Incident, multiple lawsuits including multiple putative class actions – in which claims were made for recovery of compensatory and punitive damages as well as injunctive relief – were initiated against West Virginia American and/or AWWC and AWWSC and/or Eastman by the Plaintiffs and others;

WHEREAS, a number of actions, including putative class actions, were filed in the United States District Court for the Southern District of West Virginia, and those actions were

² Plaintiffs also alleged claims against AWWC and AWWSC but all claims against those entities in the *Good* Action were dismissed by the Court. For purposes of the Amended Settlement Agreement, West Virginia American, AWWC, and AWWSC are referred to collectively as the “American Water Defendants.”

ultimately consolidated through the First Amended Consolidated Class Action Complaint filed in this case, originally styled *Crystal Good et al. v. American Water Works Company, Inc., et al.* (the “*Good Action*”);³

WHEREAS, this Court certified a class under Federal Rule of Civil Procedure 23(c)(4) for the limited purpose of determining the fault of the Defendants, and the comparative fault of Freedom Industries, regarding the introduction of certain chemicals into the Kanawha Valley Distribution System;

WHEREAS, the Court appointed the following attorneys as Class Counsel in the *Good* action: Stuart Calwell of The Calwell Practice, LC, Van Bunch of Bonnett, Fairbourn, Friedman and Balint P.C., and Kevin Thompson of Thompson Barney;

WHEREAS, multiple civil actions, including putative class actions, also were filed in the State Circuit Courts of Kanawha, Putnam, and Boone Counties, West Virginia at various times following the Incident;

WHEREAS, pursuant to an order dated January 28, 2016, and later orders, all actions remanded to or subsequently filed in state court relating to the Incident were consolidated before the West Virginia Mass Litigation Panel (“MLP”), styled as *In Re: Water Contamination Litigation*, Civil Action No. 16-C-6000 (the lawsuits currently pending before the MLP are identified on Exhibit 2 to this Amended Settlement Agreement and are referred to as the “State Actions”);

³ Certain other actions were also filed in or removed to federal court and remain pending in the United States District Court for the Southern District of West Virginia: (a) *WV Hospitality and Travel Ass’n v. American Water Works Company, Inc.*, 2:16-cv-00184; (b) *Robert Perez v. Eastman Chemical et al.*, 2:16-cv-01606; and (c) *Robert Johns/Freedom Industries, Inc. v. Eastman Chemical et al.*, 2:16-cv-01775. These actions, together with the *Good Action*, are identified on Exhibit 1 to this Amended Settlement Agreement and referred to as the “Federal Actions.”

WHEREAS, the MLP entered an order naming Anthony J. Majestro, Benjamin L Bailey, and Marvin W. Masters as Lead Counsel (“MLP Lead Counsel”) and requiring the filing of a single consolidated class action complaint consolidating all of the putative class actions pending before the MLP;

WHEREAS, MLP Lead Counsel filed most recently a Second Consolidated Amended Class Action complaint in the MLP, and filed a Petition for Class Certification, which is still pending but will be withdrawn or dismissed under the terms of this Amended Settlement Agreement;

WHEREAS, the Federal Actions and the State Actions (together referred to as the “Litigation”) are the only known pending actions by any of the putative Settlement Class Members arising from the Incident;

WHEREAS, Defendants have denied and continue to deny any liability to Plaintiffs or other members of the putative Class, and have denied any wrongdoing or liability of any kind, and have asserted numerous defenses to the claims in the Federal Actions and State Actions;

WHEREAS, on April 27, 2017, the Parties submitted a Joint Motion for Preliminary Approval of Class Settlement, Conditional Class Certification, Directing Notice to the Class, and Entry of Scheduling Order [Doc. 1136];

WHEREAS, on July 6, 2017, the Court issued an Order denying preliminary approval of the proposed class settlement [Doc. 1146];

WHEREAS, following that Order, the parties engaged in additional negotiations to address concerns identified by the Court and to reach agreement on an amended class settlement, which is memorialized in this Amended Settlement Agreement;

WHEREAS, Class Counsel and MLP Lead Counsel have fully analyzed and evaluated the merits of the Parties' contentions and the Settlement as it affects all Parties, including the individual Settlement Class Members, and after taking into account the foregoing along with the substantial risks of continued litigation, and the likelihood that the Litigation, if not settled now, will be protracted and expensive, are satisfied that the terms and conditions of the Settlement are fair, reasonable, adequate and equitable, and that the Settlement is in the best interests of the Settlement Class;

WHEREAS, the Parties engaged in extensive, arms-length negotiations, under Court supervision, which culminated in the Settlement and this Amended Settlement Agreement;

WHEREAS, Class Counsel and MLP Lead Counsel have agreed to execute this Amended Agreement and urge its approval by the Court after consideration of the substantial benefits that the Amended Settlement Agreement bestows upon the Settlement Class Members;

WHEREAS, Defendants agree to the certification of the class action proposed herein as a settlement class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only;

WHEREAS, the Defendants will enter into this Amended Settlement Agreement, without any admission of liability, in order to, among other things, avoid the further expense, inconvenience, burden, uncertainty, and risk of the Litigation; and

WHEREAS, based on their review and analysis of the relevant facts and legal principles, the Defendants and Settlement Class Counsel believe that, in consideration of all the circumstances, the terms and conditions of this Amended Agreement are fair, reasonable, and adequate, and beneficial to and in the best interests of the Settlement Class Representatives and the proposed Settlement Class;

NOW THEREFORE, intending to be legally bound and in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the Settlement Class Members and the Defendants, themselves and through their undersigned counsel, agree to the settlement of the Litigation, subject to Court approval and the provisions contained in this Amended Agreement, and that the Litigation and the Released Claims against the Released Entities are fully and finally compromised, settled, released, and dismissed with prejudice as follows:

3. DEFINITIONS

As used in this Amended Agreement, including the attached Exhibits, the terms defined herein have the following meanings, unless this Amended Agreement specifically provides otherwise.

3.1. “Administrative Expenses” shall mean the fees and expenses of the Settlement Administrator and the Notice Administrator and other persons or entities appointed to assist in the management of this Settlement as authorized by the Court including all costs, expenses and fees reasonably incurred as part of the administration of the settlement of this matter, including, but not limited to, the fees and expenses of the Guardian ad Litem, the fees and expenses of the Notice Administrator in the performance of its job in preparing and distributing the Notice and implementing the Notice Program and the fees and expenses of the Settlement Administrator in the performance of its job relating to this Settlement, including the costs of receiving and processing Opt Outs and paying all Compensable Claims, fees, and disbursements, the costs to address issues related to potential liens on settlement payments, and the cost of accounting for all receipts, payments, and disbursements.

3.2. “Additional Resident” means any Resident of an Eligible Residential Location that is included in a Residential Household Claim other than the Resident who completes the Claim Form.

3.3. “Advance Payments” means any payments made before the Effective Date pursuant to Section 5.1 whether such payments are paid directly by Defendants or from the Escrow Accounts.

3.4. “Amended Settlement Agreement” means this settlement agreement and the Exhibits attached hereto, including any subsequent amendments or any exhibits to such amendments. The Amended Settlement Agreement may alternatively be referred to as the Settlement.

3.5. “American Water Defendants” means West Virginia American, AWWC, and AWWSC.

3.6. “American Water Contingent Settlement Fund” or “Contingent Settlement Fund” means the sum of up to \$50 million which may be used to pay certain claims, fees and expenses as specified at Section 5.4.3 of this Amended Agreement and in the Settlement Fund Distribution Protocols.

3.7. “American Water Guaranteed Settlement Fund” or “Guaranteed Settlement Fund” means the sum of \$76 million which sum shall be used to pay certain claims, fees and expenses as set forth in Section 5.4.2 of this Amended Agreement and in the Settlement Fund Distribution Protocols.

3.8. “American Water Guaranteed Settlement Payment” shall have the definition set forth in Section 5.4.1.

3.9. “Appeal Adjudicator” has the definition set forth in Section 6.2.5.2.

3.10. “Attorneys’ Fees and Litigation Expenses” means the fees and expenses awarded to Class Counsel by the Court with respect to Settlement Class Counsel’s work on behalf of the Settlement Class Members. Subject to approval by the Court, the Parties intend that Attorneys’ Fees and Litigation Expenses as defined here will be paid from the Eastman Fund and the American Water Guaranteed Settlement Fund consistent with Section 5.6.

3.11. “Attorneys’ Fees for the Individual Review Option” means the fees awarded to Class Counsel by the Court with respect to Compensable Claims under the Individual Review Option. Subject to approval by the Court, the Parties intend that Attorneys’ Fees for the Individual Review Option as defined here will be paid from the Eastman Fund, if applicable, Guaranteed Payment Remainder Funds, if applicable, or, if the threshold requirements for payment from the American Water Contingent Settlement Fund have been satisfied under Section 5.4.3, from the Contingent Settlement Fund consistent with Section 5.6.

3.12. “Authorized Representative” means (1) with respect to Settlement Class Members who are natural persons, the personal representative or guardian appointed to represent the interests of a Settlement Class Member who is deceased, incapacitated or is a minor; (2) with respect to Settlement Class Members that are entities, the person who has authority to act on behalf of and bind the entity for purposes of this Settlement.

3.13. “Available Assets for the Simple Claim Form Option” means the collective assets of the Net Eastman Fund, the Net American Water Guaranteed Settlement Fund, and the Individual Settlement Funds.

3.14. “Business” means a Commercial Business, non-profit entity, or Governmental Entity.

3.15. “Business Claims” means a claim by or on behalf of a Business under this Amended Settlement Agreement. Business Claims include Governmental Claims.

3.16. “Business Claimant” means a Business that conducted operations at real property that was supplied tap water by the KVTP on January 9, 2014 and that has submitted a Claim Form under the Amended Settlement Agreement. Business Claimants include Governmental Claimants.

3.17. “Check Distribution Process” means the process for distributing funds to Residential Direct Customer Users identified on the West Virginia American Customer List who have not submitted Claim Forms, which process is described more fully in Section 6.2.1 and the Settlement Fund Distribution Protocols.

3.18. “Claimant” means any natural person, entity or Business who or which submits a Claim Form to the Settlement Administrator.

3.19. “Claim Form” means the documents, substantially in the form of the Simple Claim Forms (Exhibit 4 to this Amended Settlement Agreement) and the Individual Review Claim Forms for Residential Household Claims, Business Claims, Governmental Claims, Medical Claims, Pregnancy Claims and Wage Earner Claims, that are to be submitted to the Settlement Administrator by Claimants seeking payment of their claims pursuant to this Amended Settlement Agreement.

3.20. “Claims Oversight Panel” has the meaning set forth in Section 6.2.6.

3.21. “Claims Submission Deadline” means the last day on which a Claim Form can be submitted to the Settlement Administrator for payment. The Claims Submission Deadline shall be set forth in the Notice.

3.22. “Class Counsel” means Stuart Calwell of The Calwell Practice, LC, Van Bunch of Bonnett, Fairbourn, Friedman and Balint P.C., and Kevin Thompson of Thompson Barney.

3.23. “Class Representative Incentive Awards” shall have the meaning set forth in Section 13.1.

3.24. “CMS” means the Centers for Medicare and Medicaid Services.

3.25. “Commercial Business” means a Business that is not a non-profit entity or a Governmental Entity.

3.26. “Compensable Claim” means a claim submitted through a Claim Form that has been reviewed by the Settlement Administrator and determined to be eligible for payment under the terms of this Amended Settlement Agreement.

3.27. “Compensable Eastman Claim” means any Compensable Claim that demonstrates Property Damage or Physical Injury as specified in this Amended Settlement Agreement and in the Settlement Fund Distribution Protocols and that may be paid from the Eastman Fund as specified in the Distribution Protocols.

3.28. “Court” means the United States District Court for the Southern District of West Virginia, Charleston Division.

3.29. “Customer” means the person(s) or entity identified on the West Virginia American Customer List as the account holder for billing purposes of an Eligible Location.

3.30. “Defendants” means the American Water Defendants and Eastman.

3.31. “Do Not Use Period” means the period of time during which the individual Settlement Class Member was subject to the Do Not Use notice issued by West Virginia American in consultation with the West Virginia Bureau for Public Health that tap water supplied from the KVTP should not be used other than for toilet flushing or fire protection. The

Do Not Use Period differs based on the location of the Residence or Business but does not extend beyond January 18, 2014 for any Settlement Class Member.

3.32. “Early Funding Date” means the date that is 30 days after the deadline for filing notices of appeal of the Court’s Order granting final approval, if any notice of appeal is filed.

3.33. “Eastman Administrative Expenses” means those Administrative Expenses that are allocated to the Eastman Fund as specified in this Amended Agreement.

3.34. “Eastman Attorneys’ Fees” mean the Attorneys’ Fees and Litigation Expenses of Settlement Class Counsel and Class Representative Incentive Awards awarded by the Court with respect to Eastman or otherwise allocated to Eastman as specified in this Amended Agreement.

3.35. “Eastman Fund” shall have the meaning set forth in Section 5.3.

3.36. “Eastman Reserve” has the definition set forth in Section 5.3.3.

3.37. “Eastman Settlement Payment” means the sum of \$25 million; the actual amount to be paid by Eastman into the Eastman Fund shall be the Eastman Settlement Payment less any Advance Payments by Eastman as specified at Section 5.1 and less any reduction as specified at Sections 5.3.3 and 5.3.4. Eastman shall be entitled to receive any remaining amounts in the Eastman Fund as specified at Section 5.3.5.

3.38. “Effective Date” means the date five (5) business days after the Court’s order approving the Amended Settlement Agreement after the Fairness Hearing becomes a Final Approval Order.

3.39. “Eligible Business Location” means a Business that was located at real property that was supplied tap water by the KVTP on January 9, 2014.

3.40. “Eligible Business Claimant” means a Business Claimant who satisfies the requirements of the Distribution Protocols for Business Claimants.

3.41. “Eligible Location” means an Eligible Residential Location or an Eligible Business Location.

3.42. “Eligible Medical Claimant” means an Eligible Class Member who satisfies the requirements of the Distribution Protocols for Medical Claimants.

3.43. “Eligible Pregnancy Claimant” means an Eligible Class Member who satisfies the requirements of the Distribution Protocols for Pregnancy Claimants.

3.44. “Eligible Residential Claimant” means a Residential Claimant who satisfies the requirements of the Distribution Protocols for Residential Claimants.

3.45. “Eligible Residential Location” means a single-family home (attached or detached) or any unit within a multiple unit residential building that was supplied tap water by the KVTP on January 9, 2014.

3.46. “Eligible Wage Earner Claimant” means a Wage Earner Claimant who satisfies the requirements of the Distribution Protocols for Wage Earner Claimants.

3.47. “Escrow Accounts” means the accounts established before the Effective Date to hold the Eastman Fund and all or a portion of the American Water Guaranteed Settlement Fund, including any Advance Payments, and which will continue on and after the Effective Date subject to the terms herein.

3.48. “Exhibit A Plaintiffs” shall have the definition set forth in Section 5.3.2.

3.49. “Fairness Hearing” means the hearing held by the Court for the purpose of determining whether to approve this Amended Settlement Agreement as fair, reasonable, and adequate.

3.50. “Federal Actions” has the definition set forth in the Recitals.

3.51. “Final Approval Order” means with respect to the Court’s order approving the Amended Settlement Agreement after the Fairness Hearing that the period for any petitions for appeal, appeals, writs, petitions, or motions for rehearing or certiorari have expired without the initiation of any such proceeding, or if such proceeding has been initiated, there has been a full and final disposition of any such proceeding including any proceedings in remand and/or subsequent appeal and the Court’s order approving the Amended Settlement Agreement has been affirmed.

3.52. “Freedom Chemical Spill” or “Incident” has the definition set forth in the Preamble and also includes (a) any alleged actions or omissions by Defendants that took place prior to the discovery of the Incident on January 9, 2014 that allegedly contributed to the Incident or allowed it to occur, and (b) any actions or omissions by Defendants with respect to the response to the Incident on or after January 9, 2014.

3.53. “Freedom Industries Bankruptcy” shall have the meaning set forth in the Recitals.

3.54. “Governmental Claimant” means a Governmental Entity that conducted operations at real property that was supplied tap water by the KVTP on January 9, 2014 and that has submitted a Claim Form under the Amended Settlement Agreement.

3.55. “Governmental Entity” means an instrumentality of state, county, or municipal government created by or pursuant to statute, regulation, or ordinance.

3.56. “Governmental Claim” means a claim by or on behalf of a Business that is a Governmental Entity under this Amended Settlement Agreement.

3.57. “Guaranteed Payment Remainder Funds” shall have the meaning set forth in Section 5.4.2 and shall specifically include any funds associated with checks issued through the Check Distribution Process that were not cashed before their designated expiration date.

Guaranteed Payment Remainder Funds shall be used consistent with the Settlement Fund Distribution Protocols.

3.58. “Guardian ad Litem” has the definition set forth in Section 6.3.

3.59. “Household” means collectively all the persons who were Residents of a specified Eligible Residential Location on January 9, 2014. The Residents may be any group of related or unrelated persons who shared living arrangements in the same Residential Location on January 9, 2014.

3.60. “Individual Review Option” shall have the meaning generally set forth in Section 6.2.1 and shall be implemented consistent with the Amended Settlement Agreement and the Settlement Fund Distribution Protocols.

3.61. “Individual Review Option Claim Form” or “Individual Review Claim Form” means a Claim Form submitted under the Individual Review Option for Residential Household Claims, Business Claims, Governmental Claims, Medical Claims, Pregnancy Claims, or Wage Earner Claims.

3.62. “Individual Settlement Funds” means the settlement funds, if any, collected through final approved settlements in the *Good* Action between plaintiffs and Defendants Dennis Farrell and Gary Southern, which are to be distributed through this Settlement as described in the Settlement Fund Distribution Protocols.

3.63. “Initial Contingent Fund Contribution” has the definition set forth in Section 5.4.3.1.

3.64. “Litigation” has the definition set forth in the Recitals.

3.65. “Lodging Businesses” means those Eligible Business Claimants that provide traveler accommodation and have the characteristics for classification under the NAICS prefix

“721,” except that this definition shall not include recreational vehicle parks or campgrounds for purposes of this Settlement.

3.66. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 9 to this Amended Settlement Agreement.

3.67. “Medical Claim” means a claim submitted under the Individual Review Option by or on behalf of a Medical Claimant and includes Contemporaneous Medical Treatment Claims, Other Medical Issues Claims, and Water Interruption Medical Issues Claims as described in the Settlement Fund Distribution Protocols.

3.68. “Medical Claimant” means a Settlement Class Member who has submitted an Individual Review Claim Form for Medical Claims under the Amended Settlement Agreement.

3.69. “MLP Lead Counsel” has the definition set forth in the Recitals.

3.70. “Net Eastman Fund” means the amount of the Eastman Fund that remains after deduction for Eastman Administrative Expenses and Eastman Attorneys’ Fees and any further deductions, if applicable, as specified at Sections 5.3.3 and 5.3.4.

3.71. “Net American Water Guaranteed Settlement Fund” or “Net Guaranteed Fund” means the amount of the American Water Guaranteed Settlement Fund that remains after deduction for applicable Administrative Expenses, Attorneys’ Fees and Litigation Expenses, and Class Representative Incentive Awards.

3.72. “Non-Resident Wage Earner” means a Wage Earner who is not a Resident.

3.73. “Non-Resident Wage Earner Claimant” means a Wage Earner Claimant who is not a Resident.

3.74. “Notice” or “Class Notice” means the notice of proposed class action settlement that the Court approves in connection with the motion for Preliminary Approval of the Settlement.

3.75. “Notice Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement and consult on Class Notice. The Parties agree that Kinsella Media, LLC shall serve as Notice Administrator, subject to approval by the Court.

3.76. “Notice Date” means no later than twenty-one (21) days after the Court issues a Preliminary Approval Order.

3.77. “Notice Program” or “Class Notice Program” means the program for distributing Notice to Settlement Class Members negotiated by the Parties, and subject to approval by the Court, which contemplates providing Notice by mail, publication, posting, a settlement website, and other potential means as explained in more detail in the Declaration of Dr. Shannon Wheatman attached as Exhibit 7 to this Amended Settlement Agreement.

3.78. “Notification of Opt Outs” has the definition set forth in Section 8.4.4 of the Amended Settlement Agreement.

3.79. “Objection Deadline” means the last day a Settlement Class Member may object to the Amended Settlement Agreement. The Objection Deadline will be specified in the Notice.

3.80. “Other Eligible Business Locations” means for purposes of the Simple Claim Form Option those Commercial Businesses located at an Eligible Business Location that were not Shut Down or Partially Shut Down and were not Lodging Businesses on January 9, 2014, and all non-profit entities and Governmental Entities located at an Eligible Business Location.

3.81. “Opt Out” means the process for all class members or their Authorized Representatives to exercise their right to exclude themselves from the Settlement Class in accordance with Rule 23(c)(2) of the Federal Rules of Civil Procedure and the procedures set forth in the Preliminary Approval Order and Notice.

3.82. “Opt-Out Deadline” means the last day a class member may opt out of the Settlement Class. The Opt-Out Deadline will be specified in the Notice.

3.83. “Opt Outs” or an “Opt Out” means those natural persons (or, Authorized Representative and Businesses) eligible for inclusion in the Settlement Class who have timely and properly exercised their right to Opt Out of the Settlement Class in accordance with the procedures set forth in this Amended Settlement Agreement and pursuant to orders of the Court, and who therefore are not Settlement Class Members. Opt Outs refers only to those persons or Businesses who properly exercise their right to Opt Out of this Settlement and the Settlement Class certified by the Court pursuant to this Settlement.

3.84. “Partially Shut Down” or “Partial Shut Down” means a Business that was Shut Down only with respect to certain activities conducted by the Business while other business activities continued (e.g., food service operations within a larger retail store). A separate Business that operates at the same location as another Business and meets the definition of Shut Down is considered to be Shut Down and not Partially Shut Down even if other separate Businesses operating in the same location were not Shut Down.

3.85. “Parties” means the Defendants and Settlement Class Counsel. As used herein, “Parties” shall not include Dennis Farrell or Gary Southern.

3.86. “Physical Injury” means bodily injury, that is, physical damage to a Claimant’s body caused by exposure to, use or loss of use of tap water supplied by the KVTP between

January 9 and February 15, 2014. Eligible Physical Injury includes: skin rash or dermatitis, eye irritations, gastro-intestinal or respiratory distress or flu like illness and must have manifested between January 9, 2014 and February 15, 2014. “Emotional distress” alone, without a physical manifestation of injury, does not qualify as a Physical Injury.

3.87. “Pregnancy Claim” means a claim submitted under the Individual Review Option by or on behalf of a Pregnancy Claimant as described in the Settlement Fund Distribution Protocols.

3.88. “Pregnancy Claimant” means a Settlement Class Member who has submitted an Individual Review Claim Form for Pregnancy Claims under the Amended Settlement Agreement.

3.89. “Preliminary Approval Order” means the order entered by the Court, at its discretion, preliminarily approving the Settlement as outlined in this Amended Settlement Agreement, approving the Notice and Notice Program, and preliminarily certifying the Settlement Class.

3.90. “Property Damage” means physical damage to or destruction of tangible property, at a residential or business location resulting from the Incident, including the loss of use thereof at any time resulting therefrom; and loss of use of tangible property which has not been physically damaged or destroyed arising from physical damage to or destruction of other tangible property. Property Damage includes the presence of chemical or chemical residue in the water system (pipes and other components) from the Incident that required cleaning and flushing the water system to remove such residue from pipes and appliances and/or to clean or replace certain components of the water system as recommended in the flushing guidelines provided by West Virginia American Water.

3.91. “Release” means the release and waiver described in Sections 9.3 and 9.4 of this Amended Settlement Agreement and in the Final Approval Order.

3.92. “Released Claims” has the definition set forth in Section 9.3 of the Amended Settlement Agreement.

3.93. “Released Entities” has the definition set forth in Section 9.2 of the Amended Settlement Agreement.

3.94. “Residence” or “Residential Location” means a single-family home (attached or detached) or any unit within a multiple unit residential building.

3.95. “Resident” means a person who resided at an Eligible Residential Location on January 9, 2014; provided that a visitor or guest shall not be considered to be a Resident and shall not be eligible for compensation for a Residential Household Claim, as an Additional Resident or as a Residential Claimant.

3.96. “Resident Wage Earner” means a Wage Earner who is a Resident.

3.97. “Resident Wage Earner Claimant” means a Wage Earner Claimant who is a Resident.

3.98. “Residential Claim” means a claim by or on behalf of the Resident or Residents of a Household under the Amended Settlement Agreement.

3.99. “Residential Claimant” means a Settlement Class Member who is a Resident and who has submitted a Claim Form for Residential Household Claims under the Amended Settlement Agreement.

3.100. “Residential Direct Customer User” means a person or entity who is a Customer of West Virginia American served by the KVTP who is identified in the West Virginia American

Customer List as the account holder for an Eligible Residential Location and who also resided at the Eligible Residential Location on January 9, 2014.

3.101. “Residential Household Claim” means a claim submitted by a Residential Claimant on behalf of a Household under this Amended Settlement Agreement.

3.102. “Settlement Administrator” has the definition set forth in Section 6.1.

3.103. “Settlement Claims Program” means the overall manner of reviewing, determining, approving, and paying claims and otherwise distributing funds as described in this Amended Settlement Agreement and the Settlement Fund Distribution Protocols.

3.104. “Settlement Class” has the definition set forth in Section 4.

3.105. “Settlement Class Counsel” means Class Counsel and MLP Lead Counsel.

3.106. “Settlement Class Member” shall mean a natural person or Business that is within the Settlement Class as defined in Section 4 and is not within the group of persons and Businesses excluded from the Settlement Class as defined in Section 4.

3.107. “Settlement Fund Distribution Protocols” or “Distribution Protocols” means the protocols attached hereto as Exhibit 3 to this Amended Settlement Agreement that provide the process for distributing the Eastman Fund and the American Water Guaranteed Settlement Fund and the American Water Contingent Settlement Fund to Settlement Class Members and for paying Attorneys’ Fees and Litigation Costs and Administrative Expenses and Class Representative Incentive Awards.

3.108. “Short Form Notice” or “Summary Notice” means the Short Form Notice substantially in the form as attached hereto as Exhibit 8 to this Amended Settlement Agreement.

3.109. “Shut Down” means with respect to a Business under this Amended Settlement Agreement that the Business was (i) conducted at a location where the Business making the

Business Claim possessed a West Virginia Business Registration Certificate for the location that is the subject of the Business Claim and (ii) with respect to that location, was subject to a regulation requiring it to cease operations, or a direct order or instruction from a regulatory agency to cease the operations regulated by that regulatory agency, during the Do Not Use Period as a result of the Incident. A separate Business that operates at the same location as another Business and meets the definition of Shut Down is considered to have been Shut Down even if other separate Businesses operating in the same location were not Shut Down; however, an individual who leases space from a Business that was Shut Down but who does not have any ownership interest in the Business that was Shut Down does not meet the definition of Shut Down under this Amended Settlement Agreement. A voluntary decision to cease or reduce operations does not meet the definition of “Shut Down” under this Amended Settlement Agreement.

3.110. “Simple Claim Form” means a Claim Form submitted under the Simple Claim Form Option for Residential Household Claims or Business Claims.

3.111. “Simple Claim Form Option” shall have the meaning generally set forth in Section 6.2.1 and shall be implemented consistent with the Settlement Fund Distribution Protocols.

3.112. “State Actions” has the definition set forth in the Recitals.

3.113. “Substitute Revenue Data” means, with respect to a Simple Claim by a Commercial Business that was Shut Down or Partially Shut Down, or a Lodging Business, that does not have annual sales revenue for 2013 for the Eligible Business Location, reliable data from which annual 2013 revenue may be inferred consisting of either (i) data extrapolated (and if necessary and appropriate seasonally adjusted) from partial 2013 annual sales revenue; or (ii)

2014 annual sales revenue extrapolated using appropriate months subsequent to the time the Eligible Business Location was Shut Down or Partially Shut Down; or (iii) other probative information from which a reasonably reliable estimate of 2013 annual sales revenue may be derived; or (iv) 2015 annual sales revenue.

3.114. “Unsecured Bankruptcy Spill Claimant” means a person or entity that filed a claim in the Freedom Industries Bankruptcy that is being treated as a Class 5 Spill Claim, as that class is defined in the Freedom Industries Third Modified Amended Plan of Liquidation, dated August 12, 2015.

3.115. “Wage Earner” means a worker compensated on an hourly basis who worked for a Business that was Shut Down or Partially Shut Down.

3.116. “Wage Earner Claim” means a claim submitted by or on behalf of a Wage Earner under this Amended Settlement Agreement. Wage Earner Claims consist of Resident and Non-Resident Wage Earner Claims.

3.117. “Wage Earner Claimant” means a Settlement Class Member who was a Wage Earner and who has submitted an Individual Review Claim Form for Wage Earner Claims under the Amended Settlement Agreement. Wage Earner Claimants consist of Resident and Non-Resident Wage Earner Claimants.

3.118. “West Virginia American Customer List” means the list of West Virginia American Customers served by the KVTP during January 2014 that is being provided by West Virginia American to the Notice Administrator and the Settlement Administrator pursuant to Court order and subject to existing confidentiality protections for use in notice and implementation of this Amended Settlement Agreement.

3.119. The terms “he or she” and “his or her” include “it” or “its” where applicable.

4. SETTLEMENT CLASS DEFINITION

For purposes of this Class Action Settlement only, the Parties agree to seek certification by the Court of a Settlement Class defined to include the following natural born persons and Businesses including any person or entity claiming by, through or under a class member:

4.1. All natural persons, including adults and minors (including in utero), who resided in residential dwellings that were supplied tap water by West Virginia American's KVTP on January 9, 2014.

4.2. All businesses, and non-profit and governmental entities, that operated in real property locations that were supplied tap water by the KVTP on January 9, 2014.

4.3. All natural persons who were regularly employed as hourly wage earners for businesses that operated in real property locations that were supplied tap water by the KVTP on January 9, 2014.

4.4. The following entities and individuals are excluded from the Settlement Class:

4.4.1. West Virginia American and its officers, directors, and employees and any affiliates of West Virginia American and their officers, directors, and employees;

4.4.2. Eastman and its officers, directors, and employees and any affiliates of Eastman and their officers, directors, and employees;

4.4.3. Judicial officers assigned to this case and their immediate family members and associated court staff assigned to this case, other than court reporters;

4.4.4. Settlement Class Counsel and attorneys who have made an appearance for the Defendants in this case;

4.4.5. The Settlement Administrator, Notice Administrator, Guardian ad Litem, or other consultants and associated staff assigned to this case; and

4.4.6. Opt Outs as defined in Section 3.81.

5. SETTLEMENT CONSIDERATION

As consideration for the terms, conditions and Releases under this Amended Settlement Agreement, Eastman and the American Water Defendants are making funds available to pay Compensable Claims submitted by Settlement Class Members consistent with the terms of this Amended Settlement Agreement and the Settlement Fund Distribution Protocols and to pay Administrative Expenses and Attorneys' Fees and Litigation Expenses and Class Representative Incentive Awards.

5.1. Advance Payments. Before the Effective Date, the Eastman Fund and the American Water Guaranteed Settlement Fund may be distributed only for the limited purposes set forth in this Section 5.1 subject to the terms and conditions herein. All such pre-Effective Date payments shall be defined as Advance Payments.

Advance Payments for Notice and Initial Administration: Defendants may be required to pay such sums only as necessary for purposes of (a) funding the Notice Program activities to be completed before the Effective Date, including any "claim stimulation" notice procedures recommended by the Notice Administrator; (b) initial administrative costs necessary to determine, identify and quantify Class Members who have elected to Opt Out of the Settlement and to provide an accounting of such Opt Outs to the Defendants, Settlement Class Counsel and the Court; (c) costs associated with activities by the Guardian ad Litem necessary to provide required services before the Effective Date; and (d) initial costs incurred by the Settlement Administrator to establish the settlement website and other processes for Claim Form receipt and processing. The maximum contribution by Defendants for these activities prior to the date by which a decision must be made whether to withdraw from the Settlement based on Opt Outs pursuant to Sections 14.1 and 14.2 of this Amended Agreement shall not exceed \$375,000 from the American Water Defendants and \$125,000 from Eastman.

5.1.1. Following the Opt Out Deadline, the Parties will confer regarding any Opt Outs and objections received and determine whether additional funds should be made available to fund activities in support of the Settlement prior to the Effective Date. If the Parties determine that such additional funds should reasonably be made available, such additional funds may be used for the three categories of activities identified in Section 5.1, if necessary, as well as additional activities by the Settlement Administrator relating to accepting, reviewing and initially processing Claim Forms, seeking additional information from Claimants where necessary, and processing Simple Claim Form claims to final determination. The maximum contribution by Defendants for these additional activities prior to the Effective Date shall not exceed \$412,500 from the American Water Defendants and \$137,500 from Eastman.

5.1.2. If no further funds are available from Defendants as Advance Payments under Section 5.1.1, Settlement Class Counsel may contribute additional funds for the uses identified in Section 5.1.1. Such contributions by Settlement Class Counsel are undertaken at Settlement Class Counsel's risk and are not subject to reimbursement if the Settlement is not approved. Following the Effective Date, Settlement Class Counsel may apply to the Court for any such payments to be reimbursed through the Settlement.

5.1.3. Potential for Limited Advance Payments for Payment of Certain Claims Pre Effective Date (Notwithstanding Appeal): In the event that the Effective Date (under Section 3.38) has not occurred solely because the Court's order finally approving the Amended Settlement Agreement does not become a Final Approval Order (under Section 3.51) due to the filing of one or more petitions for appeal, appeals, writs, petitions, or petition for certiorari to the United States Court of Appeals or the United States Supreme Court, the Parties agree to confer regarding the potential for payment of certain Claims under the Amended Settlement Agreement

prior to the Effective Date. The Parties will meet and confer within 14 days after all notices of appeal and full statements of issues on appeal have been filed in the United States Court of Appeals for the Fourth Circuit and, if applicable, the Parties shall meet and confer again after all appellate briefs and/or petitions have been filed by any appellants or petitioners to determine whether and under what conditions distribution of some payments to certain categories of Settlement Class Members could occur while the appeals are pending. If the Parties unanimously agree and can demonstrate to the Court that all of the appeals/petitions do not and could not affect the overall settlement, including without limitation the aggregate amount of the settlement funds agreed to be paid under the Amended Agreement and the scope and terms of the release, and that a partial distribution of settlement funds to some but not all Settlement Class Members would not and could not create an unreasonable disparity among Settlement Class Members, the Parties may present an agreed order to the Court proposing payments to certain Claimants which the Court may either accept or reject. Any such agreed order must specify the subset of Settlement Class Members that would be allowed to receive a payment and all the terms and conditions for such distribution of payments. Any such payments prior to the Effective Date would be considered Advance Payments and would be limited to payment of Simple Claim Form Compensable Claims pursuant to the terms of the Amended Settlement Agreement and the Distribution Protocols. The total amount of any such payments prior to the Effective Date may not exceed the amount of funds in the Escrow Accounts at the time such distribution occurs.

5.1.4. Expedited Appeal. The Parties shall agree to expedite any appeal(s) of the Court's order finally approving the Settlement pursuant to the Fourth Circuit's local rule 12(c).

5.2. Early Funding and Establishment of Escrow Accounts. In the event that a timely appeal of the Court's order granting final approval is filed and the Parties do not agree to the Advance Payment for certain claims as provided in Section 5.1.3, then on the Early Funding Date the Defendants shall deposit funds as defined below into the Escrow Accounts established by the Settlement Administrator.

5.3. Eastman Payment. On the Early Funding Date or on the Effective Date – whichever is applicable – Eastman shall deposit the Eastman Settlement Payment, less any Advance Payments previously paid by or on behalf of Eastman and less any amount by which the Eastman Settlement Payment is to be reduced as specified at Sections 5.3.3 and 5.3.4, into an Escrow Account established by the Settlement Administrator and that meets the qualifications set forth in this section. The amount paid by Eastman on the Early Funding Date or on the Effective Date as applicable (after all applicable deductions) shall be defined as the Eastman Fund.

5.3.1. Establishment of Eastman Fund Escrow Account. The Settlement Administrator shall deposit and maintain the Eastman Fund in an Escrow Account and shall invest the Eastman Fund in appropriate, secure interest-bearing account or in approved investments as specified below and consistent with an escrow agreement governing the operations of the Escrow Account. The Escrow Account shall be established in a bank that is organized and doing business in the state of West Virginia under the laws of the United States and the State of West Virginia, that is authorized to exercise corporate trust powers and that has a long-term debt rating of A or better. The Settlement Administrator shall cause the Eastman Fund to be deposited in an interest bearing account or accounts fully insured by the Federal Deposit Insurance Corporation up to the applicable limit or invested in short term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United

States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard & Poor's, 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. All costs of maintaining the Escrow Account and any taxes or other fees charged to the Eastman Fund shall be paid from the assets of the Eastman Fund. All earnings and interest on the Eastman Fund shall become part of the Eastman Fund and the Eastman Fund may be used only to pay Compensable Eastman Claims, Eastman Administrative Expenses and Eastman Attorneys' Fees provided that the Effective Date occurs (except as provided in Section 5.1.). Any amount of the Eastman Fund that has not been expended for Compensable Eastman Claims, Eastman Administrative Expenses and Eastman Attorneys' Fees shall be returned to Eastman upon termination of the Settlement Claims Program.

5.3.2. Scope of Settlement Class/Adjustment of Eastman Payment. The Parties intend that the definition of the Settlement Class shall include all the persons and entities that are plaintiffs in the cases listed on Exhibit A to the Eastman Term Sheet. Such plaintiffs along with the Class Representatives in the Good Action are called "Exhibit A Plaintiffs" for purposes of this Amended Settlement Agreement. The cases in which the Exhibit A Plaintiffs are parties are listed together with the Class Representatives on Exhibit 5 to this Amended Settlement Agreement. Unless such Exhibit A Plaintiffs affirmatively Opt Out of the Settlement Class, such individuals and entities shall be bound by the terms of this Amended Settlement Agreement.

5.3.3. Adjustment of Eastman Payment Amount. In the event that the Settlement Class as certified by the Court is modified from the definition set forth in Section 4 of this Amended Agreement and, as a result, does not include all of the Exhibit A Plaintiffs or in the

event that any of the Exhibit A Plaintiffs elects to Opt Out of the Settlement Class, then the Eastman Settlement Payment shall be reduced as follows: If one Exhibit A Plaintiff – either one natural person or one entity – Opts Out or is not covered by the certified Settlement Class, then the sum of \$500,000 shall be reserved from the Eastman Settlement Payment. If more than one Exhibit A Plaintiff Opts Out or more than one Exhibit A Plaintiff is not covered by the certified Settlement Class as a result of a modification of the class definition, then the sum of \$1 million shall be reserved from the Eastman Settlement Payment. For the purposes of this section, (i) the claims of all individual Exhibit A Plaintiffs residing in the same household on January 9, 2014 shall constitute a claim by one Exhibit A Plaintiff; (ii) the claims of any Exhibit A Plaintiff and Exhibit A Plaintiff entity owned or controlled by an Exhibit A Plaintiff shall constitute a claim by one Exhibit A Plaintiff; and (iii) the claims of the plaintiff in *WV Hospitality and Travel Ass'n v. American Water Works Company, Inc.*, 2:16-cv-00184, and any assigned claims brought by the plaintiff in that action shall constitute a claim by one Exhibit A Plaintiff. The amount reserved shall be termed the Eastman Reserve. The Eastman Reserve shall not be an Available Asset for the Simple Claim Form Option and shall not be included in the Eastman Fund. If and when any such claim(s) of such Exhibit A Plaintiffs are resolved, any remaining amount of the Eastman Reserve (i.e., any amount that was not used to fund a settlement or judgment in favor of such Exhibit A Plaintiff claim(s)) shall become part of the Eastman Fund and shall be deposited into the Eastman account within 15 business days of the latter of either final payment(s) to the Exhibit A Plaintiff(s) or entry of a final order resolving the claims of the last Exhibit A Plaintiff. If, at the time that such deposit is due to be made, this Settlement has been terminated under the provisions of Section 6.6 of this agreement, the funds to be deposited into the Eastman Fund shall be distributed if practicable by an Order of the Court as if the funds had been initially paid

into the Eastman Fund consistent with the terms of this Amended Agreement regarding acceptable use of the Eastman Fund.

5.3.4. Adjustment of Eastman Payment for Opt Outs Represented by Signatory Firms. In the event that any individuals or entities represented by Powell & Majestro, PLLC, The Masters Law Firm, Bailey Glasser LLP, The Calwell Practice, LC, Bonnett, Fairbourn, Friedman and Balint P.C., or Thompson Barney, PLLC, other than Exhibit A Plaintiffs, Opt Out of the Settlement Class, then Eastman shall be entitled to a reduction of the Eastman Settlement Payment in an amount equal to the maximum value of such claims under the Simple Claim Form Option in the Settlement Fund Distribution Protocols.

5.3.5. Reversion of Eastman Payments. If there is no Final Approval Order this Settlement is void ab initio and any amounts remaining in the Escrow Account established to hold the Eastman Fund including all interest and earnings thereon shall be returned to Eastman except for any amounts required to pay accrued authorized expenses, bank fees or taxes. If this Amended Agreement becomes void, no person or entity other than Eastman shall have any rights to any monies from the remaining Eastman Fund except as expressly provided herein.

5.4. American Water Settlement Payments.

5.4.1. American Water Guaranteed Settlement Fund Payment. In the event that there is an Early Funding Date, the American Water Defendants shall on such date deposit payments totaling \$50 million, less any Advance Payments previously made by or on behalf of the American Water Defendants, into the Escrow Account for the American Water Guaranteed Settlement Fund to be established by the Settlement Administrator. If there is no Early Funding Date, then on the Effective Date, the American Water Defendants shall deposit payments totaling \$76 million less any Advance Payments previously made to the American Water Guaranteed

Settlement Fund established by the Settlement Administrator. In the event that there is an Early Funding Date and then subsequently there is an Effective Date, then on the Effective Date, the American Water Defendants shall deposit the remainder of the American Water Guaranteed Settlement Payment – *i.e.*, the sum of \$76 million, less the Advance Payments previously made by or on behalf of the American Water Defendants including any amount paid by the American Water Defendants on the Early Funding Date.

5.4.1.1. Establishment of American Water Guaranteed Settlement Fund Account. The American Water Guaranteed Settlement Fund shall from the date funds are first deposited until the Effective Date be maintained either in a simple escrow or maintained as a Qualified Settlement Fund within the meaning of and as defined in Section 468B of the U.S. Internal Revenue Code and in the IRS regulations promulgated thereunder. The Settlement Administrator shall maintain the American Water Guaranteed Settlement Fund in an appropriate, secure interest-bearing account in a bank that is organized and doing business under the laws of the United States and the State of West Virginia, that is authorized to exercise corporate trust powers and that has a long-term debt rating of A. The Settlement Administrator shall cause the American Water Guaranteed Settlement Fund to be deposited in an interest bearing account or accounts fully insured by the Federal Deposit Insurance Corporation up to the applicable limit or invested in short term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard & Poor's, 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. All earnings and interest on the amounts in the American Water Guaranteed Settlement Fund shall become part of the American Water

Guaranteed Settlement Fund and shall be used for all purposes for which the American Water Guaranteed Settlement Fund may be used under Section 5.4.2. All Bank charges and account expenses of the American Water Guaranteed Settlement Fund are chargeable to and payable out of that Fund; the American Water Defendants shall have no liability for the payment of any American Water Guaranteed Settlement Fund expenses or for the payment of any taxes on the interest income accrued.

5.4.1.2. In the event there is no Final Approval Order, this Amended Settlement Agreement shall be null and void ab initio and any amounts remaining in the American Water Guaranteed Settlement Fund, including any Advance Payments, together with all accrued interest and earnings thereon shall revert to the American Water Defendants, less the service and transaction charges specified in the escrow agreement, any taxes paid (or due to be paid) pursuant to the escrow agreement, and any sums previously approved and expended. If this Amended Settlement Agreement becomes null and void, neither the Class, nor Settlement Class Counsel, nor any subrogee or assignee of any of them, shall have any right whatsoever to any of the monies in the American Water Guaranteed Settlement Fund, subject solely to the exceptions specified in this sub-section 5.4.1.2.

5.4.2. Uses of the American Water Guaranteed Settlement Fund. The American Water Guaranteed Settlement Fund shall be used as specified in the Settlement Fund Distribution Protocols: (a) to make Simple Claim Form payments to Eligible Claimants pursuant to the terms of this Amended Settlement Agreement; (b) to make payments under the Check Distribution Process; (c) to pay applicable Administrative Expenses; (d) to pay applicable Attorneys' Fees and Litigation Expenses awarded by the Court to Settlement Class Counsel; and (e) to pay applicable Class Representative Incentive Awards. If not exhausted by the preceding

payments, the remaining funds shall be considered Guaranteed Payment Remainder Funds to be used consistent with the Settlement Fund Distribution Protocols.

5.4.3. Potential Contingent Settlement Fund Payment. Following the Claims Submission Deadline, if the Settlement Administrator determines that, after payment of all amounts payable under Section 5.4.2 above, any Guaranteed Payment Remainder Funds and any funds remaining in the Net Eastman Fund will not be sufficient to pay the Compensable Claims in the Individual Review Option as well as associated Administrative Expenses and Attorneys' Fees for the Individual Review Option, the Settlement Administrator will create a separate escrow account identified as the American Water Contingent Settlement Fund. Consistent with the timing limitations identified below in this Section 5.4.3, the Settlement Administrator will direct the American Water Defendants to make any additional contributions into the Contingent Settlement Fund that are necessary to pay those Compensable Claims in the Individual Review Option as well as associated Administrative Expenses and Attorneys' Fees for the Individual Review Option, up to a maximum additional aggregate amount of \$50,000,000.

5.4.3.1. The American Water Defendants will deposit the sum of \$10,000,000 ("Initial Contingent Fund Contribution") in the American Water Contingent Settlement Fund within seven (7) days of receiving notice of the Settlement Administrator's determination pursuant to Section 5.4.3 that the funding of the American Water Contingent Settlement Fund is necessary. The determination that the funding of the American Water Contingent Settlement Fund is necessary shall be a discretionary decision of the Settlement Administrator. To the extent that any funds are paid from this Initial Contingent Fund Contribution prior to a final determination of the amount of available Guaranteed Payment Remainder Funds, the American Water Defendants shall be entitled to a credit or reimbursement

for the amount of any remaining Guaranteed Payment Remainder Funds not to exceed the amount of the Initial Contingent Fund Contribution actually paid through the Settlement.

5.4.3.2. The Settlement Administrator shall make a further evaluation following the establishment of the American Water Contingent Settlement Fund and the Initial Contingent Fund Contribution to determine whether additional contributions will be required to the American Water Contingent Settlement Fund. This evaluation will be undertaken following payment of all Simple Claim Form claims, distribution of all checks through the Check Distribution Process, and determination of any Guaranteed Remainder Payment Funds (including funds associated with uncashed checks issued through the Check Distribution Process). If the Settlement Administrator makes a determination that the Initial Contingent Fund Contribution and any Guaranteed Payment Remainder Funds are exhausted and additional funds are required to pay approved Individual Review Option claims as well as any associated Administrative Expenses and Attorneys' Fees for the Individual Review Option that have not already been paid out of the Net Eastman Fund, the Guaranteed Payment Remainder Funds, or the Initial Contingent Fund Contribution, the Settlement Administrator will notify the American Water Defendants of the additional contribution determined necessary in its discretion under this Section 5.4.3.2, up to the maximum aggregate \$50 million total (including the Initial Contingent Fund Contribution) of the American Water Contingent Settlement Fund. As soon as reasonably practicable, but no later than 15 business days following the Settlement Administrator's notification, the American Water Defendants shall deposit the requested funds into the American Water Contingent Settlement Fund.

5.4.3.3. The Settlement Administrator shall maintain the American Water Contingent Settlement Fund in an appropriate, secure interest-bearing account in a bank

that is organized and doing business under the laws of the United States and the State of West Virginia, that is authorized to exercise corporate trust powers and that has a long-term debt rating of A. The Settlement Administrator shall cause the American Water Contingent Settlement Fund to be deposited in an interest bearing account or accounts fully insured by the Federal Deposit Insurance Corporation up to the applicable limit or invested in short term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard & Poor's, 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. All costs of maintaining the account and any taxes or other fees charged to the American Water Contingent Settlement Fund shall be paid from the assets of the American Water Contingent Settlement Fund.

5.4.3.4. Notwithstanding any other provision of the Amended Settlement Agreement, in no circumstances will the American Water Defendants pay more than \$126 million (including any payments for Administrative Expenses, Attorneys' Fees and Litigation Expenses, Class Representative Incentive Awards, and Attorneys' Fees for the Individual Review Option), regardless of the number or value of claims or the number of Claimants who the Settlement Administrator determines should be awarded Simple Claim Form payments, Check Distribution Process payments or Individual Review Option payments.

5.4.3.5. It is understood that if the total payments made by the Settlement Administrator from the American Water Guaranteed Settlement Fund (including Administrative Expenses, Attorneys' Fees and Litigation Expenses, and Class Representative Incentive Awards) are less than \$76 million, the American Water Defendants need not contribute

any sums to the American Water Contingent Settlement Fund. Any Guaranteed Payment Remainder Funds will be used first by the Settlement Administrator to pay Compensable Claims and associated Administrative Expenses under the Individual Review Option and Attorneys' Fees for the Individual Review Option, and then, if not exhausted, to provide further compensation to Claimants who received Simple Claim Form payments (but not to those who received Check Distribution Process payments or Individual Review Option payments) consistent with the Settlement Fund Distribution Protocols.

5.4.3.6. It is further understood that if the total payments approved by the Settlement Administrator from the American Water Guaranteed Settlement Fund (including Administrative Expenses and Attorneys' Fees and Litigation Expenses, Class Representative Incentive Awards, and Attorneys' Fees for the Individual Review Option) and the Contingent Settlement Fund are more than \$76 million but less than \$126 million, the American Water Defendants are only required to contribute that portion of \$50 million that is directed by the Settlement Administrator to pay Compensable Claims and associated Administrative Expenses and Attorneys' Fees for the Individual Review Option that have not already been paid out of the Net Eastman Fund, the Guaranteed Payment Remainder Funds, or the Initial Contingent Fund Contribution.

5.5. Uses and Timing of Use of Eastman Fund, American Water Guaranteed Settlement Fund and American Water Contingent Settlement Fund. The method of distribution of the Eastman Fund, the American Water Guaranteed Settlement Fund and the American Water Contingent Settlement Fund is set forth in the Settlement Fund Distribution Protocols.

5.6. Allocation of Administrative Expenses and Attorneys' Fees and Litigation Expenses and Class Representative Incentive Awards. The Administrative Expenses shall be

charged to the Eastman Fund and the American Water Guaranteed Fund in the following proportions: 25% shall be charged to the Eastman Fund and 75% shall be charged to the American Water Guaranteed Settlement Fund, provided, however, that the total aggregate amount of Administrative Expenses that may be charged to the Eastman Fund, including Advance Payments paid by Eastman, shall not exceed \$350,000. The Attorneys' Fees and Litigation Expenses and Class Representative Incentive Awards shall be charged to the Eastman Fund and the American Water Guaranteed Settlement Fund either: (1) as determined by the Court (if the Court determines an allocation) or, (2) if the Court does not determine an allocation, in the following proportions: 25% shall be paid from the Eastman Fund and 75% shall be paid from the American Water Guaranteed Settlement Fund. In the event that funds remain in the Eastman Fund when the American Water Contingent Settlement Fund is accessed to pay claims, then Attorneys' Fees in the Individual Review Option shall be allocated in the following proportions: 25% shall be paid from the Eastman Fund and 75% shall be paid from the American Water Contingent Settlement Fund.

5.7. West Virginia American – Additional Relief.

5.7.1. Waiver of Rate Recovery for Certain Response Costs. West Virginia American will not seek rate recovery from or through the Public Service Commission of West Virginia for response costs incurred by West Virginia American relating to the Incident on January 9, 2014. The specific response costs subject to this provision are identified on Exhibit 6 to this Amended Settlement Agreement.

5.7.2. Waiver of Rate Recovery for Settlement Payments. West Virginia American will not seek rate recovery from or through the Public Service Commission of West

Virginia for amounts paid pursuant to the final Amended Settlement Agreement as approved by the Court.

5.7.3. Cooperative Agreement with West Virginia Bureau for Public Health.

Subject to obtaining approval, if necessary, from the Public Service Commission of West Virginia, West Virginia American will work cooperatively with the West Virginia Bureau of Public Health (“BPH”) for the purpose of entering into an agreement that would provide for the reasonable use by BPH during emergencies or other water quality investigations of Gas Chromatograph/Mass Spectrometer equipment at West Virginia American’s Kanawha Valley Water Treatment Plant.

6. SETTLEMENT IMPLEMENTATION AND CLAIMS PROCESS

6.1. Settlement Administrator. The Parties have agreed that Smith, Cochran & Hicks, LLC shall serve as the Settlement Administrator, subject to Court approval. In general, the Settlement Administrator shall be responsible for:

- a. Collecting and identifying Opt Out forms and tabulation of Opt Outs;
- b. Providing to Defendants the identity, category and number of Opt Outs;
- c. Developing and preparing the Claim Forms, both hard copy and on-line;
- d. Verifying the identity and class membership of Claimants;
- e. Instituting procedures to detect fraud, identify duplicate claims, and to maintain appropriate quality control over the management, evaluation and payment of Claim Forms;
- f. Evaluating all Claim Forms in accordance with the Settlement Fund Distribution Protocols;
- g. Providing appropriate responsive correspondence to Claimants regarding the status and determination of their claim;

- h. Determining the appropriate source of funds to pay each Compensable Claim as specified in the Settlement Fund Distribution Protocols;
- i. Arranging for the payment of Administrative Expenses;
- j. Providing reports to CMS as a “Responsible Reporting Entity” as required by the Medicare Secondary Payer Act;
- k. Paying or otherwise resolving all liens that have been or may be asserted against payments to Claimants before disbursing any payment;
- l. Providing reports to Settlement Class Counsel, the Defendants and the Court;
- m. Establishing, managing, and closing necessary bank/trust accounts;
- n. Accounting for the use of funds from each Escrow Account and each of the Eastman Fund, the American Water Guaranteed Settlement Fund and the American Water Contingent Settlement Fund;
- o. Tracking the status of all Claim Forms; and
- p. Terminating the Settlement process when all timely Claim Forms are paid or denied.

The Parties will provide the Settlement Administrator with information necessary for performance of specific tasks and responsibilities. Costs incurred by the Settlement Administrator shall be considered Administrative Expenses and shall be paid from the Eastman Fund, the American Water Guaranteed Settlement Fund or the American Water Contingent Settlement Fund as specified by this Amended Agreement and the Court.

6.1.1. Assistance of Settlement Class Counsel. Settlement Class Counsel may assist the Settlement Administrator by providing information about the identity of

Settlement Class Members and coordinating and communicating with other counsel retained by Settlement Class Members.

6.1.2. Confidentiality of Claim Submissions/Limitations on Use.

Information provided through the Settlement Claims Program to the Settlement Administrator, Notice Administrator, Guardian ad Litem, Appeal Adjudicator, Settlement Class Counsel or the Defendants, their counsel or their insurers shall be governed by the terms and requirements of the protective orders entered in the *Good* Action at Docket Nos. 253 and 261 (as supplemented by Docket No. 803) and subject to any limitations on use imposed by those orders (except that such information also may be used in any proceedings involving Defendants and their insurers). The Settlement Administrator, the Notice Administrator, the Appeal Adjudicator, the Guardian ad Litem, and any independent contractors assisting them or otherwise providing administrative services for the Settlement shall be required to agree in writing to be bound by the protective orders. Information subject to protection under those orders shall not be disclosed to anyone other than the Settlement Administrator, the Appeal Adjudicator, the Notice Administrator, the Guardian ad Litem and those independent contractors assisting them or otherwise providing administrative services, the specific Claimant, and their counsel, Settlement Class Counsel and the Defendants and their insurers, and any other persons identified in the protective orders, except to comply with a court order. The Settlement Administrator, the Notice Administrator, the Appeal Adjudicator, and the Guardian ad Litem shall be required to maintain the security and confidentiality of such protected information. The Settlement Administrator shall provide to the Court and the Parties a final report (as set forth in Section 6.6) accounting for all claim payments and Administrative Expenses but shall not disclose in such report any personally identifiable information.

6.2. Claims Procedures/Settlement Fund Distribution. The protocols for the evaluation and payment of claims by Settlement Class Members are set forth in the Settlement Fund Distribution Protocols, attached as Exhibit 3. This Amended Agreement and the Settlement Fund Distribution Protocols provide the terms for the resolution of the claims of Settlement Class Members. The Settlement Administrator shall be authorized to take actions in accordance and compliance with this Amended Agreement and the Settlement Fund Distribution Protocols.

6.2.1. General Overview of Claim Administration Process. There are three mechanisms for determination of compensation and payment of Eligible Settlement Class Members: (1) the Simple Claim Form Option, (2) the Individual Review Option and (3) the Check Distribution Process. The Simple Claim Form Option is available for Settlement Class Members who submit a Simple Claim Form for a Residential Household Claim or a Business Claim. Eligible Claimants who submit Simple Claim Forms will receive payment based on the Simple Claim Form and will not be required to submit documentation of specific losses. The Eastman Fund and then the American Water Guaranteed Settlement Fund shall be used to pay Claimants whose Simple Claim Forms are approved. The Individual Review Option is available for Settlement Class Members who believe that their documented eligible losses exceed the amount of the estimated Simple Claim Form payment. Individual Review Option Claimants will be required to submit credible, reliable and verifiable documentation to support their claimed losses and claimed losses that are not supported with such documentation will be denied. The Individual Review Option is available for Residential Claimants and Business Claimants (including Governmental Claimants) that do not elect the Simple Claim Form Option. The Individual Review Option is also available for individuals who seek payment for Medical Claims, Pregnancy Claims or Wage Earner Claims. Finally, after all Claim Forms are submitted

and all Claimants are identified, the Settlement Administrator will identify any Residential Direct Customer Users who are on West Virginia American's Customer List and who have confirmed addresses and who have not submitted either a Simple Claim Form or an Individual Review Option Claim Form. The Settlement Administrator shall, subject to the guidance in the Settlement Fund Distribution Protocols, distribute checks to such Residential Direct Customer Users in an amount to be determined by the procedure set forth in the Settlement Fund Distribution Protocols provided that there are funds available for such distribution in the Net Guaranteed Fund after paying all Simple Claim Form claims.

6.2.2. Timing of Payments. Following the Claims Submission Deadline, the Settlement Administrator shall determine the aggregate value of all Simple Claim Form claims, the aggregate maximum value of all Individual Review Option claims based on the requested claim amounts in the Individual Review Claim Forms, and the aggregate potential amount of the checks to be issued under the Check Distribution Process as further described below and in the Settlement Fund Distribution Protocols, and provide this information to the Parties. All payments shall be made consistent with the provisions of Section XI of the Settlement Fund Distribution Protocols.

6.2.2.1. Simple Claim Form Payments. No payments may be issued to Claimants or Check Distribution Process recipients until all Claim Forms have been received and the potential maximum aggregate value has been estimated. Once the Settlement Administrator (i) computes the aggregate value of the Simple Claim Form claims, (ii) verifies the accuracy of such claims, (iii) determines the amount that will be distributed through the Check Distribution Process, (iv) determines the aggregate maximum value of the Individual Review Option claims, associated Administrative Expenses, and Attorneys' Fees in the Individual

Review Option, (v) determines that there are sufficient Available Assets for the Simple Claim Form Option to pay the Simple Claim Form claims and to issue the checks through the Check Distribution Process and that such payment is assured, the Settlement Administrator may seek permission from the Court to distribute payments for the approved Simple Claim Form claims before distributing payments for the Individual Review Option claims by filing an application to distribute after providing reasonable notice to the Parties that includes the date on which the Settlement Administrator plans to file such application. The Parties shall have the right to submit responses to such application by the Settlement Administrator on the date the Settlement Administrator files the application. The Court may authorize or deny such distribution based on the evidence provided by the Settlement Administrator and taking into account the responses provided by the Parties.

6.2.2.2. Individual Review Payments. If after distribution of the Simple Claim Form Payments and issuance of the checks through the Check Distribution Process, and after accounting for payments for associated Administrative Expenses and Attorneys' Fees and Litigation Expenses, and after full evaluation of the Individual Review Option claims, the Settlement Administrator determines that there are sufficient remaining assets to pay uncontested Individual Review Option claims pending final review of contested Individual Review Option claims so that the payment of both uncontested and contested Individual Review Option claims is assured, the Settlement Administrator may seek permission from the Court to distribute payment for the approved uncontested Individual Review Option claims before completing the full evaluation of contested Individual Review Option claims. The Settlement Administrator may seek such permission by filing an application to distribute after providing reasonable notice to the Parties that includes the date on which the Settlement

Administrator plans to file such application. The Parties shall have the right to submit responses to such application by the Settlement Administrator on the date the Settlement Administrator files the application. The Court may authorize or deny such distribution based on the evidence provided by the Settlement Administrator and taking into account the responses provided by the Parties. Payment of such uncontested Individual Review claims cannot exceed the Initial Contingent Fund Contribution, unless and until all approved Simple Claim Form claims have been paid, all checks have been distributed through the Check Distribution Process, and all Guaranteed Payment Remainder Funds have been determined and applied to payments for claims under the Individual Review Option.

6.2.3. Eligibility Review. The Settlement Administrator will review Claim Forms and determine whether the Claimant meets the eligibility requirements for the specific type of claim category. If the Settlement Administrator determines that the Claimant does not meet the eligibility requirements because of insufficient information, the Settlement Administrator will so notify the Claimant and provide the Claimant with an opportunity to cure the deficiency. The Claimant shall have 30 days to cure the deficiency, unless the Settlement Administrator grants more time for good cause shown. If the Claimant fails to cure, the Claim will be denied.

6.2.4. Compensation Evaluation. If the Settlement Administrator determines that the Claimant meets the eligibility requirements, the Settlement Administrator shall evaluate and determine the allowable compensation for the Claimant, and provide appropriate notice to the Parties, as specified in the Settlement Fund Distribution Protocols.

6.2.5. Administrative Appeal.

6.2.5.1. A Claimant whose claim is denied or who receives a compensation determination that the Claimant believes is erroneous may seek a second review of the Claim by the Settlement Administrator.

6.2.5.2. A Claimant who is dissatisfied with the determination of the Settlement Administrator after the second review may appeal to the Appeal Adjudicator. The Appeal Adjudicator shall be nominated by the Parties and approved by the Court. The Appeal Adjudicator shall be an individual who meets the qualification criteria in this paragraph. The Appeal Adjudicator must: be excluded from the Class; not represent or have represented any Settlement Class Member in this or any related action; not represent or have represented any of the Released Entities in this or any related action; and not have any equity interest in any of the Released Entities. The Appeal Adjudicator must be recused from any appeal brought by an individual who has a personal or professional relationship with the Appeal Adjudicator or any entity in which the Appeal Adjudicator has any interest or relationship. If the Appeal Adjudicator is recused from any appeal, the Parties shall nominate and seek Court approval of a second Appeal Adjudicator who must meet all the terms of this paragraph.

6.2.5.3. A Claimant may initiate an appeal with the Appeal Adjudicator by submitting a written appeal statement with the Settlement Administrator explaining the basis for the objection to the determination of the Settlement Administrator. The appeal must be submitted within 14 days of the date on which the Settlement Administrator issues the second review determination. The Settlement Administrator shall promptly provide a copy of the appeal statement to Settlement Class Counsel and to Defendants. Defendants and/or Settlement Class Counsel may oppose or support any appeal within 14 days of the date the Claimant's appeal statement is submitted.

6.2.5.4. The Settlement Administrator shall promptly provide the Appeal Adjudicator with the claim file, the Settlement Administrator's determination, the appeal statement of the Claimant and, if applicable any statements in opposition to or support of the appeal.

6.2.5.5. The Appeal Adjudicator shall review the claim de novo.

6.2.5.6. The Appeal Adjudicator shall evaluate the claim and the objection and all supporting and opposing statements under the terms of the Amended Settlement Agreement, the Distribution Protocols, and any guidance provided by the Parties including guidance from the Claim Oversight Panel and must apply the provisions of the Amended Settlement Agreement, Distribution Protocols and guidance provided by the Claims Oversight Panel in deciding the appeal. The Appeal Adjudicator may not make or issue any new interpretation (*i.e.*, an interpretation that has not been approved by the Claims Oversight Panel as provided below) of the Amended Settlement Agreement or Distribution Protocols in deciding an appeal. In the event that the Appeal Adjudicator determines that resolution of an appeal requires a new interpretation of the Amended Settlement Agreement, Distribution Protocols, or prior guidance provided by the Claims Oversight Panel, the Appeal Adjudicator shall seek an interpretation from the Claims Oversight Panel in accordance with the terms of subsection 6.2.6, below, which shall apply. The Appeal Adjudicator shall apply the Amended Settlement Agreement, Distribution Protocols, and guidance provided by the Claims Oversight Panel consistently to all appeals to which the same provisions or guidance applies.

6.2.5.7. The Appeal Adjudicator shall promptly issue a written determination on the appeal that states the outcome of the appeal and the final amount of the payment to which the Claimant is entitled.

6.2.5.8. The Appeal Adjudicator's decision shall be based on the claim record, including the submissions for review and second review by the Settlement Administrator, and the Appeal Adjudicator shall remain bound at all times and in all decisions by the terms, interpretations, and decision-making processes contained in the Amended Settlement Agreement, Distribution Protocols, and guidance provided by the Claims Oversight Panel.

6.2.5.9. The decision of the Appeal Adjudicator shall be final and there is no right to appeal the decision of the Appeal Adjudicator to the Court.

6.2.5.10. Defendants also may seek a second review by the Settlement Administrator and an appeal to the Appeal Adjudicator of any Individual Review Option Claim determination by the Settlement Administrator that is greater than \$10,000. Such appeals shall follow the procedures set forth in Section 6.2.5.2. For any Simple Claim Form Option claim determination or any Individual Review Option claim determination equal to or less than \$10,000, Defendants do not have the right to seek a second review of the Claim but may notify the Settlement Administrator of any asserted factual errors for the Settlement Administrator to consider at his or her discretion.

6.2.5.11. In the event the challenging Defendant's second review or appeal is ultimately denied or the Claimant receives 90% or more of the amount originally awarded, the challenging Defendant shall pay 50% of the Administrative Expenses associated with the second review in addition to sums otherwise required to be paid pursuant to this Amended Agreement.

6.2.6. Establishment of a Claims Oversight Panel. The Parties shall identify representatives of Eastman, the American Water Defendants and Settlement Class Counsel who shall comprise a Claims Oversight Panel. The function of the Claims Oversight Panel is to

provide interpretations of the Amended Settlement Agreement and Distribution Protocols to the Settlement Administrator and Appeal Adjudicator upon their request. The Claims Oversight Panel shall be available to the Settlement Administrator and the Appeal Adjudicator to address any issues or questions that may arise regarding the evaluation of claims or appeals during the implementation of the Settlement. The Claims Oversight Panel shall have the obligation to provide adequate guidance to the Appeal Adjudicator and the Settlement Administrator so that claims can be decided expeditiously. The Claims Oversight Panel will not decide or review individual claims. If the Claims Oversight Panel issues any substantive interpretations of the Amended Settlement Agreement or Distribution Protocols the Settlement Administrator shall include such interpretations in the FAQs or other guidance information available to Settlement Class Members. The Claims Oversight Panel shall consist of two members chosen by Settlement Class Counsel, one member chosen by Eastman, and one member chosen by the American Water Defendants. The Claims Oversight Panel shall have the authority to interpret this Amended Agreement and the Distribution Protocols, and if a majority of the members of the Claims Oversight Panel agree on an interpretation, the Settlement Administrator and Appeal Adjudicator shall be bound by that interpretation. If a majority of the Claims Oversight Panel is not able to agree on an interpretation requested by either the Appeal Adjudicator or the Settlement Administrator then the Appeals Adjudicator shall propose an interpretation which shall be binding on the Appeals Adjudicator and Settlement Administrator unless a majority of the Claims Oversight Panel objects to that interpretation. In deciding on such an interpretation, the Appeals Adjudicator shall consider any written statements or arguments submitted by any member of the Claims Oversight Panel for consideration.

6.2.7. Timing of Determinations and Payments to Claimants. The Settlement Administrator shall work diligently to process all Claim Forms, obtain additional information as necessary, determine eligibility and amount of compensation for Compensable Claims, and resolve Administrative Appeals.

6.2.7.1. The Settlement Administrator will distribute payments as specified in the Amended Settlement Agreement and the Settlement Fund Distribution Protocols.

6.2.8. Consolidation of Claims. There can be only one Residential Household Claim payment for each Eligible Residential Location. There can be only one Business Claim payment for each Eligible Business Location, unless the Administrator determines for a multi-unit facility that more than one business operated there on January 9, 2014 in which case each Business may be eligible for a payment. There may be a Business Claim payment or a Residential Claim payment but not both for an Eligible Residential Location if a Business is operated in the Eligible Residential Location. However, if an Eligible Location is a multi-use building that contains both Business and Residential units, there may be a payment for each independent Business and Residence. Subject to the preceding statements, if more than one Claim Form is submitted for any Eligible Location, the Settlement Administrator shall consolidate those claims and determine which claim is eligible for payment.

6.3. Claims of Minors/Claimants Who Lack Capacity – Appointment of Guardian ad Litem. The Parties agree to jointly move the Court to appoint a Guardian ad Litem to represent the Settlement Class Members who are minors or who lack capacity. The Guardian ad Litem will, at the direction of the Court, make an independent investigation on behalf of Settlement Class Members who are minors or who lack capacity into the terms and provisions of this Amended Agreement. Based on his/her independent investigation, the Guardian ad Litem will

make a recommendation to the Court in advance of the Fairness Hearing as to the overall fairness of this Amended Agreement and the Simple Claim Form Option payments with respect to the Settlement Class Members who are minors or who lack capacity. Following entry of a Final Approval Order, the Guardian ad Litem shall evaluate any determinations by the Settlement Administrator regarding any claims submitted under the Individual Review Option by Settlement Class Members who are minors or who lack capacity, and shall make a recommendation as directed by the Court regarding the fairness of such determinations to Settlement Class Members who are minors or who lack capacity. Approved costs incurred by the Guardian ad Litem shall be considered and paid as Administrative Expenses consistent with the terms of this Amended Settlement Agreement. Settlement Class Counsel and counsel for Defendants may negotiate a flat fee for this service.

6.4. Deceased, Dissolved, or Bankrupt Class Members. Nothing in the Amended Settlement Agreement shall prevent the Settlement Administrator, upon receiving appropriate proof, from providing Settlement Class benefits, to, or for the benefit of, an otherwise eligible Settlement Class Member, or that Settlement Class Member's estate or legal representative, notwithstanding that Settlement Class Member's death, dissolution, or bankruptcy (whether discharged or ongoing), in accordance with applicable law.

6.5. Reporting of Settlements/Resolution of Liens. The Parties intend to and have set forth procedures to fully protect the interests of the Centers for Medicare and Medicaid Services ("CMS") and all other potential lien holders. The Settlement Administrator shall be responsible for determining from information contained in the Claim Form or otherwise provided by the Claimant or received from CMS whether there are any potential health care liens or recovery claims related to this Settlement that are or may be asserted against a Claimant on behalf of

Medicare, any Medicare Advantage Organization, state Medicaid program, private insurers or health plans or any other governmental entity that provided or paid for health care services to the Claimant (“Applicable Liens”) and for resolving any such Applicable Liens before issuing a settlement payment to any Claimant who is found to have an Applicable Lien. The Settlement Administrator will be responsible for all applicable reporting obligations, shall determine whether a Claimant is Medicare eligible (as appropriate and subject to any global resolution of claims with CMS) and shall act as the Responsible Reporting Entity under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“Section 111”). The Settlement Administrator shall pay or otherwise resolve any Applicable Lien and shall obtain from CMS and/or any other lienholder documentation that any claims of CMS or other lienholder with respect to such Claimant have been resolved whether through payment or otherwise. The Settlement Administrator shall advise the Parties of all reports submitted under Section 111 and shall provide to the Parties documentation of the resolution of all Applicable Liens. The Settlement Administrator may negotiate the resolution of any Applicable Liens either globally or individually and the Parties and/or the Settlement Administrator may engage the services of a lien resolution entity to assist in fulfilling the functions of this Section. The Settlement Administrator shall not be responsible for adjudicating disputes between persons/entities claiming subrogation rights or persons or entities claiming liens (other than liens asserted for health care costs) and Claimants.

6.6. Termination of Settlement Upon Completion of Claims Processing. The Settlement Claims Program shall terminate when all timely claims have been paid or denied and after Court approval as specified in this Section 6.6. When the Settlement Administrator determines that all timely filed Claim Forms have been processed and either paid or denied, that

all Guaranteed Payment Remainder Funds have been identified and distributed, and there are no pending requests for reconsideration of a claim that was denied, the Settlement Administrator shall provide a complete accounting of the claims, their status, the amounts paid, the payment of administrative costs, additional administrative costs that will be required for termination of the program and any amounts remaining in any Fund, subject to the terms of Section 6.1.2. The Parties shall file a motion with the Court seeking an order confirming that the terms of the Settlement have been fulfilled and that the Settlement Claims Program has been terminated. The termination order shall provide for the proper and timely filing of any final tax reports or returns.

6.7. Distribution of Excess Eastman Funds. Any remaining Eastman Funds shall be distributed to Eastman upon termination of the Settlement under Section 6.6 or upon withdrawal or termination under Section 14. Eastman shall be entitled to receive an accounting of the expenditures of the Eastman Fund upon request.

6.8. Taxes. Plaintiffs and each Settlement Class Member on their own behalf further understand and agree that each Settlement Class Member is responsible for any tax consequences to each such Class Member arising from, related to, or in any way connected with the relief afforded to each corresponding Settlement Class Member under the Amended Settlement Agreement, and that the Parties and the Settlement Administrator are not providing, and have no obligation to provide, any advice as to the tax consequences of any payments made under this Amended Settlement Agreement.

7. PRELIMINARY APPROVAL BY THE COURT AND SETTLEMENT CLASS CERTIFICATION

7.1. Filing. Promptly after this Amended Agreement is signed, the Parties shall file the Amended Agreement with the Court, together with a Motion for Preliminary Approval of the

Amended Settlement Agreement, Certification of a Settlement Class, and Approval of Class Notice, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(3), and 23(e).

7.2. Certification for Settlement Purposes Only. It is expressly agreed that any certification of the Settlement Class shall be for purposes of this Settlement only, and Defendants do not waive any arguments that they may have that class certification for any other purpose would be improper.

7.3. Cooperation/Facilitating Preliminary Approval. The Parties agree to take all actions and steps reasonably necessary to obtain a Preliminary Approval Order from the Court.

7.4. Stay Orders. In their request for preliminary approval of the Settlement, the Parties shall also request that in its Order Granting Preliminary Approval and Certification of a Settlement Class, the Court shall enjoin and stay, during the pendency of the settlement proceedings contemplated by this Amended Settlement Agreement, the commencement and/or prosecution of any and all actions and proceedings (including discovery) in this Court for any Released Claims brought by any Class Members against any of the Released Entities, including any and all such Released Claims brought on behalf of or through any Class Members. Settlement Class Counsel and the Defendants shall further request that the Court take judicial notice of the existing stay of proceedings entered by the MLP Court regarding State Actions. MLP Lead Counsel shall inform the MLP Court of the pendency of the Settlement and shall request that the stay remain in place.

7.5. Dismissal of State Actions. On the Effective Date, MLP Lead Counsel shall seek dismissal with prejudice of all State Actions except any such action that is brought by an Opt Out.

7.6. Non-Approval and/or Non-Certification. In the event the Court denies the Motion for Preliminary Approval of the Settlement and Certification of a Settlement Class, then the Amended Settlement Agreement is terminated, there is no certification of a Settlement Class, and the status of the Litigation shall be as it was prior to the execution of the Amended Settlement Agreement without prejudice to any of the positions of the Parties, including on the issue of the appropriateness of class certification in other contexts.

8. NOTICE

8.1. Form and Publication of Notice.

8.1.1. Concurrently with the filing of the Motion for Preliminary Approval, the Parties shall also submit for the Court's approval a form of Short Form Notice substantially in the form of Exhibit 8, a form of Long Form Notice substantially in the form of Exhibit 9, and a Class Notice Program substantially in the form as described in Exhibit 7 (Revised Declaration from Dr. Shannon Wheatman describing the Parties' plan for distributing Notice to Class Members). All communications explaining the terms and conditions of the Amended Settlement Agreement shall be in plain language that is readily understandable, and the persons and Businesses in the class shall be told of their rights to Opt Out of the Settlement Class or to be heard regarding the terms of the Amended Settlement Agreement at a Final Fairness Hearing.

8.1.2. No later than twenty-one (21) days after the Court issues a Preliminary Approval Order, the Notice Administrator shall begin to implement the Class Notice Program, including distribution of Notice by mail, notice by publication, and implementation of a settlement website consistent with the Class Notice Program approved by the Court.

8.1.3. The Parties agree that the form and publication of the Notice as detailed in this Section and the Claims Notice Program (described in Exhibit 7) constitutes fair and adequate notice to the Settlement Class.

8.2. Opt Out Procedures.

8.2.1. The Notice shall provide instructions to persons or Businesses who wish to Opt Out of the Settlement Class regarding the procedures that must be followed to timely Opt Out. The Parties agree that in order to complete a valid Opt Out from the Settlement Class, a class member must personally sign and submit a written request to Opt Out, stating affirmatively that the class member intends to Opt Out and to be excluded from the Settlement, on or before the Opt Out Deadline.

8.2.1.1. The written request also will contain the class member's printed name, address, telephone number, email address (if any), the Residence or Business address of the Opt Out on January 9, 2014, for Businesses an identification of the position and authority for the person submitting the Opt Out request, and for all Opt Outs a statement regarding whether the class member intends to bring a separate claim against any of the Defendants.

8.2.1.2. All written requests must be directed to the Settlement Administrator at the following address:

WV Water Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

8.2.1.3. The Settlement Administrator shall provide copies of all Opt Out requests to Settlement Class Counsel, counsel for the American Water Defendants, and counsel for Eastman within seven (7) days of the receipt of such a request.

8.2.2. All Settlement Class Members who do not timely and properly Opt Out of the Settlement Class will in all respects be bound by all terms of this Amended Settlement Agreement and the Final Approval Order upon the Effective Date.

8.2.3. Any Opt Out may not object to the Settlement.

8.2.4. No Opt Out Solicitation or Inducement. Plaintiffs and Settlement Class Counsel agree that they shall not engage in activities for the purpose of inducing or encouraging any person included in the Settlement Class to seek exclusion from or Opt Out of the Settlement Class, provided that this provision shall not restrict Settlement Class Counsel from providing appropriate legal advice in response to inquiries from putative class members.

8.3. Objection to Settlement.

8.3.1. The Notice shall provide instructions for filing objections to the Settlement under Federal Rule of Civil Procedure 23(e)(5). Any Settlement Class Member may present written objections, if any, explaining why he or she believes the Settlement should not be approved by the Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a Settlement Class Member who wishes to object to any aspect of the Settlement, including without limitation any objection to Settlement Class Counsel's request for Attorneys' Fees and Litigation Expenses or Class Representative Incentive Awards, must file with the Court, or as the Court otherwise may direct, a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also will contain the Settlement Class Member's printed name, address, telephone number, a statement that the Settlement Class Member has reviewed the Settlement Class definition and has not Opted Out of the Settlement Class, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider

when reviewing the objection, including information sufficient to demonstrate that the objector is otherwise a Settlement Class Member.

8.3.2. A Settlement Class Member may object on his or her own behalf or through an attorney authorized to practice before the Court and hired at that Settlement Class Member's own expense. The objection must state with specificity the grounds for the objection. Attorneys asserting objections on behalf of Settlement Class Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval and Class Certification Order, or as the Court otherwise may direct; (b) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed, or file (in camera) a copy of the contract between that attorney and each such Settlement Class Member; and (c) comply with the procedures described in this Section.

8.3.3. A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the date set forth in the Preliminary Approval Order, a written notice of his or her intent to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval Order, or by such time and in such manner as the Court may otherwise direct.

8.3.4. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with the provisions of this Section will waive and forfeit any and all rights he, she, or it may have to object to the Settlement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to object waives a Settlement Class Member's right to appeal.

8.4. Duties of Notice Administrator.

8.4.1. The Notice Administrator, in cooperation with the Settlement Administrator, shall take all reasonable and necessary steps to implement the Class Notice

Program as set forth in Exhibit 7 and approved by the Court. These tasks shall include but not be limited to updating the address list used for distributing notice following the Court's prior class certification order, mailing out Notice forms, issuing press releases, arranging for publication in newspapers and other media, and developing and updating information for the Settlement website.

8.4.1.1. The Notice Administrator shall cooperate with the Settlement Administrator to ensure that tasks are being handled efficiently and there is no duplication of effort.

8.4.2. Class Action Fairness Act Notice. The Notice Administrator shall send to each appropriate state and federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms. The Parties shall mutually agree on and communicate to the Notice Administrator the identities of such officials.

8.4.3. Settlement Class Counsel shall not be prohibited or restricted from providing notice of the Amended Settlement Agreement consistent with the Court-approved Notice to any putative Class Member, including by way of direct mail, phone, e-mail, or other means of communication. If Settlement Class Counsel elects to provide this additional notice, all associated costs shall be borne by Settlement Class Counsel and not paid through the Settlement.

8.4.4. Not later than ten (10) days after the Opt Out Deadline, the Settlement Administrator shall file with the Court a list of those persons and Businesses who have Opted Out or otherwise have sought to exclude themselves from the Settlement ("Notification of Opt Outs"). Not later than ten (10) days before the date of the Final Fairness Hearing, the Notice Administrator shall file with the Court the details outlining the scope, method and results of the

Class Notice Program including the opinion of the Notice Administrator regarding the effectiveness of the Notice Program.

8.5. Costs of Class Notice Program and Notice Administrator. All reasonable and necessary costs of the Class Notice Program, including the fees and costs of the Notice Administrator, shall be treated as Administrative Expenses and paid consistent with the applicable provisions of this Amended Settlement Agreement.

9. RELEASE AND ASSIGNMENT

9.1. The Parties agree to the following release and waiver (the “Release”), which shall take effect upon the date when the order approving this Amended Settlement Agreement becomes the Final Approval Order. The terms of the Release are a material term of the Amended Settlement Agreement and will be reflected in the Final Approval Order.

9.2. Released Entities. American Water Works Company, Inc., American Water Works Service Company, Inc., West Virginia-American Water Company, Eastman Chemical Company, and any and all of their shareholders, directors, officers, agents, servants, employees, managers, members, representatives, predecessors, successors, assigns, affiliates, affiliated corporate entities (including parent, subsidiary and sister corporations), attorneys, insurers (including, but not limited to, Travelers Property Casualty Company of America, AXA Insurance Company, Aspen Insurance UK Limited, Great American Insurance Company of New York, Endurance Specialty Insurance Ltd., Argo Re (Bermuda) Ltd., XL Insurance Company SE, Starr Indemnity and Liability Company, and Ironshore Specialty Insurance Company), reinsurers, and each of their administrators, heirs and assigns, and any other person, firm, corporation or entity not heretofore named as a defendant in the Litigation for whom Defendants may be liable or responsible with respect to the Incident or the subject matter of the Litigation.

9.3. Class Release. In consideration for the Settlement, Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, reinsurers, attorneys, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (the "Releasing Parties"), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, whether known or unknown, that they may have, purport to have, or may have hereafter against any Released Entity, as defined above, arising out of or in any way related to the Incident. This Release applies without limitation to any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped,

contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, arising from or in any way related to the Incident, including without limitation (a) any claims that were or could have been asserted in the Litigation; and (b) any claims for fines, penalties, criminal assessments, economic damages, punitive damages, exemplary damages, liens, injunctive relief, medical monitoring, attorneys' fees, expert, consultant, or other litigation fees or costs other than fees and costs awarded by the Court in connection with this Settlement, or any other liabilities, that were or could have been asserted in any civil, criminal, administrative, or other proceeding, including arbitration (the "Released Claims"). This Release applies without limitation to any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including without limitation legal and/or equitable theories under any federal, state, provincial, local, tribal, administrative, or international law, or statute, ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, that arise from or in any way relate to or arise out of the Incident.

9.4. For the avoidance of doubt, Settlement Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Incident, the Litigation and/or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and the Settlement Class Representatives in executing this Amended Settlement Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist, or

might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Incident.

9.5. Waiver of Release Limitations. In addition to the provisions of this Section 9, each Settlement Class Member hereby expressly and irrevocably waives and fully, finally, and forever settles and releases, upon Final Approval, any and all defenses, rights, and benefits that said Settlement Class Member may have or that may be derived from the provisions of any applicable law which, absent such waiver, may limit the extent or effect of the Release.

9.6. Total Satisfaction of Released Claims. Any benefits pursuant to the Amended Settlement Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Entities, and are sufficient and adequate consideration for each and every term of this Release, which shall be irrevocably binding upon Settlement Class Representatives and Settlement Class Members.

9.7. Release Not Conditioned on Claim or Payment. The Release shall be effective with respect to all Releasing Entities, including all Settlement Class Members, regardless of whether those Settlement Class Members ultimately file a Claim Form or receive any payment under this Settlement.

10. NO ADMISSION OF LIABILITY/INADMISSIBILITY

10.1. Defendants deny all of the claims as to liability, damages, injunctive relief, fees and all other forms of relief as well as the class action allegations asserted in the Litigation.

10.2. Neither this Amended Settlement Agreement, whether approved or not approved, nor any exhibit, document, or instrument that is developed as part of this Amended Settlement Agreement or in order to implement this Amended Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Amended Settlement Agreement, is intended to or may be construed as or deemed to be

evidence of an admission or concession by (a) the American Water Defendants, (b) Eastman, or (c) any Released Entity of any liability, fault or wrongdoing, or of the truth of any allegations in the Litigation, or of the appropriateness of class certification or the valuation or validity of any claims in any context or proceeding other than this Settlement.

10.3. Pursuant to this Amended Settlement Agreement, Federal Rule of Evidence 408, the Rules of Evidence of the State of West Virginia, and any other applicable law, rule or regulation, the fact of entering into or carrying out this Amended Settlement Agreement, and any negotiations and proceedings related hereto, and the Amended Settlement Agreement itself (including all exhibits and documents referenced in the Amended Settlement Agreement) and any and all documents used to implement the Amended Settlement Agreement (including Claim Forms, Notice Program) whether or not finally approved shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability, fault or wrongdoing by or an estoppel against any of the Parties, a waiver of any applicable statute of limitation or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Amended Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto.

10.4. Plaintiffs, Class Counsel, and MLP Lead Counsel agree not to represent, publicly or otherwise, that this Amended Settlement Agreement (or any individual aspect or provision of it) in any way embodies, reflects, implies or can be used to infer any culpable or harmful act by any of the Defendants or any of their current, past, or future directors, officers, employees,

attorneys, insurers, accountants, direct and indirect shareholders, partners, members and/or agents.

11. REPRESENTATION AND WARRANTIES

11.1. Settlement Class Counsel represent that: (a) they are authorized by the Settlement Class Representatives to enter into this Amended Settlement Agreement with respect to the claims asserted in the *Good* Action and any other claims covered by the Release; and (b) they are seeking to protect the interests of the Settlement Class.

11.2. Settlement Class Counsel further represent that the Settlement Class Representatives: (a) have agreed to serve as representatives of the Settlement Class proposed to be certified herein; (b) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (c) have read the pleadings in the *Good* Action, including the First Amended Consolidated Class Action Complaint, or have had the contents of such pleadings described to them; (d) have consulted with Settlement Class Counsel about the obligations imposed on representatives of the Settlement Class; (e) understand that they are entitled only to the rights and remedies of Settlement Class Members under this Amended Settlement Agreement and not to any additional compensation by virtue of their status as Settlement Class Representatives except as otherwise ordered by the Court; and (f) shall remain and serve as representatives of the Settlement Class until the terms of this Amended Settlement Agreement are effectuated, this Amended Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Settlement Class Representatives cannot represent the Settlement Class.

11.3. The American Water Defendants represent and warrant that the individual(s) executing this Amended Settlement Agreement are authorized to enter into this Amended Settlement Agreement on behalf of the American Water Defendants.

11.4. Eastman represents and warrants that the individual(s) executing this Amended Settlement Agreement are authorized to enter into this Amended Settlement Agreement on behalf of Eastman.

11.5. Necessary Steps. Settlement Class Counsel, on behalf of the Settlement Class, the American Water Defendants and their counsel, and Eastman and its counsel represent that they will undertake the necessary steps to support and effectuate the terms of this Amended Settlement Agreement in the event it is approved by the Court.

11.6. Default/Several Liability. Eastman and the American Water Defendants are severally – not jointly – liable for their respective obligations under this Amended Agreement. If either Eastman or the American Water Defendants default on their respective obligations under this Amended Agreement, that defaulting entity is solely in default and such default implicates no other Released Party.

12. FINAL ORDER AND JUDGMENT, DISMISSAL WITH PREJUDICE

12.1. By a date set by the Court, the Parties shall file a Motion for Final Approval.

12.2. The Parties shall jointly seek a final approval order that:

12.2.1. approves the Settlement as fair, reasonable and adequate, and finds that the Amended Settlement Agreement with respect to minors is fair, reasonable and adequate;

12.2.2. confirms certification of the Settlement Class for settlement purposes only;

12.2.3. approves a process of distributing an aggregate payment for all members of a Household or all owners of an Eligible Business Location to a single representative of a Household or a Business Location;

12.2.4. finds that the Notice Program satisfies all requirements;

12.2.5. permanently bars and enjoins Settlement Class Members from commencing, asserting or continuing any Released Claims against any Released Entity;

12.2.6. dismisses the Federal Actions with prejudice;

12.2.7. orders Settlement Class Members to dismiss with prejudice any Released Claims pending in any other court;

12.2.8. adopts and/or confirms confidentiality orders to protect information submitted by Claimants;

12.2.9. provides for the continuing jurisdiction of the Court;

12.2.10. orders MLP Lead Counsel to, on the Effective Date, seek dismissal with prejudice of all State Actions except any such action that is brought by an Opt Out, consistent with Section 7.5 of this Amended Settlement Agreement; and

12.2.11. incorporates the terms of this Amended Settlement Agreement into the judgment.

12.3. Final Order – Form. If the Court approves this Amended Settlement Agreement following the Final Fairness Hearing scheduled by the Court pursuant to the Preliminary Approval Order, counsel for the Parties shall request that the Court enter a final approval order, including the Court’s express determination under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment with respect to all claims by Settlement Class Members be deemed as final judgments and permanently enjoining the commencement or continuation of any litigation by any Settlement Class Member.

12.4. Plaintiffs agree to seek Court dismissal with prejudice of all Released Claims by the Settlement Class and each of its Members against all Released Entities in the Litigation when the Final Order and Judgment is entered, with each Party to bear its own costs, except as

otherwise provided herein. Upon the Effective Date, each Class Member who has not Opted Out shall be barred from initiating, asserting, maintaining, or prosecuting any of the Released Claims against any of the Released Entities.

12.5. The Parties agree that upon the Effective Date, this Amended Settlement Agreement will fully and completely settle the Released Claims as against the Released Entities by Settlement Class Members. The Parties agree that upon the Effective Date, the Released Entities will be finally released from any and all Released Claims by all Settlement Class Members. Further, the Parties agree that each and every Settlement Class Member, and all other persons and entities claiming by, through, or on behalf of, a Settlement Class Member, will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Released Entities with respect to the Released Claims.

12.6. Exclusive Remedy.

This Amended Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members against Defendants and the other Released Entities. No Released Entity shall be subject to liability or expense of any kind to any Settlement Class Member for any Released Claims beyond that which is provided for in this Amended Settlement Agreement. After the Court enters the Final Order and Judgment approving this Amended Settlement Agreement, each Settlement Class Member shall be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action or other proceeding, whether by intervention, joinder or as a Settlement Class Member, for any Released Claims against any Released Entities in any court of law or equity, arbitration, administrative or other forum. After the Final Order and Judgment is entered

by the Court, if any Settlement Class Member has commenced, filed, initiated, instituted, or consented to, or is prosecuting or maintaining any action or other proceeding for any Released Claims against any Released Entities in another court of law or equity, arbitration tribunal or administrative or other forum, that action or other proceeding of such Released Claims against any Released Entities shall be dismissed with prejudice and at such Settlement Class Member's cost. In the event that a Settlement Class Member institutes any action in any court, arbitration tribunal or administrative or other forum against one or more Released Entities subsequent to the Final Order and Judgment for a Released Claim, such action shall be dismissed with prejudice.

13. ATTORNEYS' FEES AND LITIGATION EXPENSES

13.1. Attorneys' Fees and Class Representative Incentive Awards.

The Parties understand that Settlement Class Counsel will submit to the Court an application for attorney's fees in the amount of no more than 25% of the total funds expended from each of the American Water Guaranteed Settlement Fund,⁴ the American Water Contingent Settlement Fund, and the Eastman Fund, and for litigation expenses, as well as incentive awards to Settlement Class Representatives in the *Good* Action in the amount of \$15,000 each and incentive awards to class representatives named in the Second Consolidated Amended Class Action in the MLP action in the amount of \$10,000 each, all subject to Court approval. The amount of attorney's fees and class representative incentive awards shall be determined by the Court upon review of the application, and Defendants reserve the right to object to Settlement Class Counsel's application. For purposes of clarification, and notwithstanding any other

⁴ In the event that there is an Early Funding Date and funds are deposited into the Escrow Accounts prior to the Effective Date, in accordance with the terms of Sections 5.2 and 5.4 of the Amended Settlement Agreement, then the 25% attorneys' fee from the Eastman Fund and the American Water Guaranteed Settlement Fund shall be calculated based on the total contributions to those Funds plus any accrued interest in any Escrow Accounts at the time that attorneys' fees are calculated and processed from those Funds.

provision in this Amended Agreement that may be interpreted to the contrary, Settlement Class Counsel will not seek more than 25% in attorney's fees from the total funds expended from the Eastman Fund whether those funds are expended to pay Simple Claim Form claims or Individual Review Option claims. The amount awarded by the Court shall be paid by the Settlement Administrator as directed by the Court, or if not specified by the Court then pursuant to Section 5.6 of this Amended Settlement Agreement. Payments awarded by the Court that are payable from the American Water Guaranteed Settlement Fund shall be paid by the Settlement Administrator within five days of the applicable funds being deposited following the Effective Date and the order approving the award becoming a Final Approval Order. Fees assessed against the Eastman Fund shall be paid after the Effective Date once the Settlement Administrator determines the amount of that Fund that will be expended or that the entire Eastman Fund will be expended based on the computations required by the Distribution Protocols. Fees assessed against the American Water Contingent Settlement Fund shall be paid as the Settlement Administrator obtains approval for payment of Compensable Claims eligible for payment from that Fund. No other attorneys' fees, incentive awards or litigation expenses shall be paid through the Settlement or by the Defendants in connection with this Amended Settlement Agreement or the Settlement. The Parties did not address the issue of attorneys' fees until after reaching agreement on the material terms of the Settlement.

13.2 Attorneys representing Claimants in the Individual Review Option may earn up to 15% of the award as a contingent fee from a Claimant, provided that the net payment to the Claimant must exceed the applicable Simple Claim Amount, if any, but may not charge for processing Simple Claim Forms, except as set forth below. Attorneys representing individual Business Claimants with 2013 Annual Revenue in excess of \$100,000, may earn up to 15% of

the amount awarded for a Simple Claim Form claim if it was necessary to analyze the Claim as an Individual Review Option claim to determine whether the Claimant should file a Simple Claim Form claim or an Individual Review Option claim. Any such contracts remain subject to applicable regulations, including, without limitation, Rule 1.5 of the West Virginia Rules of Professional Conduct, governing fee agreements. These fees shall not be payable through this Amended Settlement Agreement.

14. RIGHTS OF WITHDRAWAL

14.1. American Water Defendants.

14.1.1. The American Water Defendants shall have the right, in their sole discretion, to withdraw from the Amended Settlement Agreement upon receiving notification from the Settlement Administrator/Notice Administrator that either of the following events have occurred:

- More than 900 persons otherwise eligible for membership in the Settlement Class have submitted valid requests to Opt Out of the Settlement Class; OR
- More than 250 Businesses otherwise eligible for membership in the Settlement Class have submitted valid requests to Opt Out of the Settlement Class.

14.2. Eastman.

14.2.1. Eastman shall have the right, in its sole discretion, to withdraw from the Amended Settlement Agreement upon receiving notification from the Settlement Administrator/Notice Administrator that the following has occurred:

- More than a total of 1100 requests to Opt Out of the Settlement Class have been received from both natural persons and Businesses otherwise eligible for membership in the Settlement Class.

14.3. Exercising Right of Withdrawal.

14.3.1. If one or more of the events listed in Section 14.1.1 or 14.2.1 occurs, the relevant Defendant may exercise its right of withdrawal starting on the day that the Notification of Opt Outs is made to the Court by the Settlement Administrator/Notice Administrator.

14.3.2. Defendants may exercise this right by mailing to Settlement Class Counsel and the Settlement Administrator a letter, postmarked within 14 days after the Notification of Opt Outs, which states that the American Water Defendants or Eastman is exercising its right of withdrawal.

14.3.3. Each Defendant forever waives its right of withdrawal if it does not exercise this right within 14 days of the Notification of Opt Outs.

14.3.4. In the event that either the American Water Defendants or Eastman elects to exercise its right of withdrawal, the other Defendant(s) may elect to seek to continue to participate in the Settlement subject to modifications necessary to reflect the change in Parties.

14.4. If the Court orders a material modification of any of the terms of the Amended Settlement Agreement, any of the Parties shall have the right to withdraw from the Amended Settlement Agreement and terminate its obligations under this Amended Settlement Agreement.

14.5. If an option to withdraw from this Amended Settlement Agreement arises under Sections 14.3 or 14.4 above, neither Eastman nor the American Water Defendants nor Plaintiffs

are required for any reason or under any circumstance to exercise that option, and any exercise of that option shall be in good faith.

14.6. Consequences of Withdrawal. If, but only if, this Amended Settlement Agreement is terminated pursuant to this Section 14, then:

14.6.1. This Amended Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Amended Settlement Agreement shall be bound by any of its terms, except for the terms of Section 14.6 herein;

14.6.2. The Parties will petition the Court to have any stay orders entered pursuant to this Amended Settlement Agreement lifted;

14.6.3. All of the provisions of this Amended Settlement Agreement, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of Defendants, Class Representatives, or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Amended Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

14.6.4. Released Entities expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Litigation, including, without limitation, the argument that the Litigation may not be litigated as a class action consistent with the Settlement Class;

14.6.5. Settlement Class Representatives and all other Settlement Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive any and all

motions as to, and arguments in support of, all claims, causes of action or remedies that have been or might later be asserted in the Litigation including, without limitation, any argument concerning class certification and damages;

14.6.6. Defendants expressly and affirmatively reserve and do not waive any and all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the Litigation, including without limitation, any argument or position opposing class certification, liability, damages, or injunctive relief;

14.6.7. Neither this Amended Settlement Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever;

14.6.8. Any settlement-related order(s) or judgment(s) entered in the *Good* Action after the date of execution of this Amended Settlement Agreement, except for orders preserving the rights of the Parties in the event of termination, shall be deemed vacated and shall be without any force or effect; and

14.6.9. Within five (5) business days of termination, any funds in the American Water escrow accounts, including any interest accrued, shall be returned to the American Water Defendants consistent with Section 5.4.1.2 above, and any funds in the Eastman escrow account, including any interest accrued, shall be returned to Eastman consistent with Section 5.3.5 above.

15. GENERAL MATTERS

15.1. Binding Effect. This Amended Settlement Agreement will be binding upon, and inure to the benefit of, the successors, transferees, and assigns of the American Water Defendants, Eastman, the Settlement Class Representatives, and Settlement Class Members.

15.2. Implementation Efforts. The Parties and their respective counsel will cooperate with each other, act in good faith, and use reasonable efforts to effectuate the implementation of the Amended Settlement Agreement and advance the Settlement Claims Program. The Parties further agree to make reasonable efforts to ensure the timely and expeditious implementation of the Amended Settlement Agreement and to minimize the costs and expenses incurred therein.

15.3. Entire Agreement. The terms and conditions set forth in this Amended Settlement Agreement constitute the complete and exclusive statement of the agreement between the parties hereto relating to the subject matter of this Amended Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Amended Settlement Agreement constitutes the complete and exclusive statement of these terms as between the parties hereto and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Amended Settlement Agreement.

15.4. Amendment. This Amended Settlement Agreement may not be modified or amended except in writing signed by counsel for all of the Parties and after approval by the Court.

15.5. Notices.

15.5.1. Whenever this Amended Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

If to the American Water Defendants, then to:

General Counsel
American Water Works Company, Inc.

Deputy General Counsel
American Water Works Company, Inc.

1025 Laurel Oak Road
Voorhees, NJ 08043

1025 Laurel Oak Road
Voorhees, NJ 08043

General Counsel
West Virginia-American Water Company
1600 Pennsylvania Avenue
Charleston, WV 25302

Thomas J. Hurney, Jr.
Jackson Kelly PLLC
500 Lee Street East, Suite 1600
Charleston, WV 25301

Kent Mayo
Baker Botts LLP
1299 Pennsylvania Ave., NW
Washington, DC 20004

If to Eastman, then to:

Director, Litigation
Eastman Chemical Company
P.O. Box 511
Kingsport, TN 37662

Chief Legal Officer
Eastman Chemical Company
Corporate Business Center
Kingsport, TN 37660

Marc Williams
Nelson Mullins Riley & Scarborough LLP
929 Third Avenue, Suite 200
Huntington, WV 25791

Deborah Greenspan
Blank Rome LLP
1825 Eye Street, NW
Washington, DC 20006

If to the Class, then to:

Stuart Calwell
Dante DiTrapano
The Calwell Practice, LC
500 Randolph Street
Charleston, WV 25302

Anthony J. Majestro
Powell & Majestro PLLC
405 Capitol Street
Suite P-1200
Charleston, WV 25301

15.5.2. If a Claimant indicates to the Settlement Administrator that the Claimant is represented by counsel, all notices to the Claimant shall be sent to both the Claimant and counsel for the Claimant.

15.6. Construction. The Amended Settlement Agreement is the result of a mutual negotiation among the Parties and their counsel and shall not be construed in favor of or against any Party by reason of authorship.

15.7. Offer of Compromise. The Parties expressly acknowledge and agree that this Amended Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, related notes, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in West Virginia or any other state or territory.

15.8. Severability. The provisions of this Amended Settlement Agreement are not severable, except to the extent that one or more Parties is allowed to withdraw pursuant to the terms of this Amended Settlement Agreement. In the event any one or more of the provisions contained in this Amended Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Defendants, and Settlement Class Counsel, on behalf of Settlement Class Representatives and Settlement Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Amended Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

15.9. Governing Law. This Amended Settlement Agreement and any amendments thereto, and any dispute arising out of or related to this Amended Settlement Agreement, shall be governed by and interpreted according the Federal Rules of Civil Procedure and applicable jurisprudence related thereto, and the laws of the State of West Virginia, without regard to conflict of law rules.

15.10. Retention of Jurisdiction. This Court shall have exclusive jurisdiction over the interpretation, effectuation, and implementation of this Amended Settlement Agreement and any dispute arising out of or related to this Amended Settlement Agreement. Participation in this

Settlement or any dispute arising therefrom does not constitute a waiver of any arguments that the Court lacks jurisdiction over any Party for any purposes other than implementing or enforcing the Amended Settlement Agreement.

15.11. Waiver. The waiver by one Party of any breach of this Amended Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Amended Settlement Agreement.

15.12. Notice of Breach. If one Party to this Amended Settlement Agreement considers another Party to be in breach of its obligations under this Amended Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Amended Settlement Agreement.

15.13. Discovery Materials. All discovery materials and information (including but not limited to documents, responses to interrogatories, document requests, subpoenas or other oral or written requests); transcripts (including but not limited to deposition transcripts and exhibits) of any kind and in any medium; and all data furnished or stored by electronic means produced or provided by any of the Parties or non-parties either before, on or after the date of this Amended Settlement Agreement, whether produced or provided informally or pursuant to discovery requests, shall be governed by all Confidentiality/Protective Orders in force as of the date of this Amended Settlement Agreement.

15.14. Counterparts. This Amended Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original, provided that this Amended Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by duly authorized representatives on the dates indicated below.

Dated this 25th day of August, 2017.

AMERICAN WATER WORKS COMPANY, INC.



Name: Shawn C. Bunting
Title: Vice President & Deputy General Counsel

AMERICAN WATER WORKS SERVICE
COMPANY, INC.



Name: Shawn C. Bunting
Title: Vice President & Deputy General Counsel

WEST VIRGINIA-AMERICAN WATER
COMPANY

Name:
Title:

Dated this 25 day of August, 2017.

AMERICAN WATER WORKS COMPANY, INC.

Name:
Title:

AMERICAN WATER WORKS SERVICE
COMPANY, INC.

Name:
Title:

WEST VIRGINIA-AMERICAN WATER
COMPANY



Name: *Robert O. Passmore*
Title: *Vice President - Legal and Secretary*

Dated this 24th day of August, 2017.

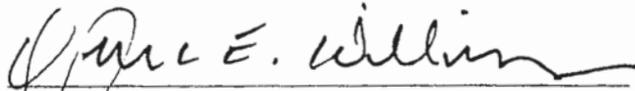
EASTMAN CHEMICAL COMPANY



By: Deborah E. Greenspan

BLANK ROME LLP

Counsel for Eastman Chemical Company



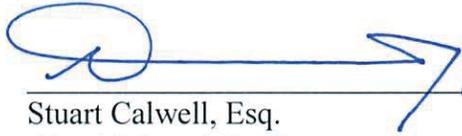
By: Marc E. Williams

NELSON MULLINS RILEY &

SCARBOROUGH LLP

Counsel for Eastman Chemical Company

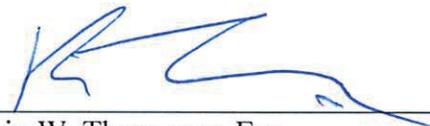
Dated this 25th day of August, 2017.



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The Calwell Practice, LC
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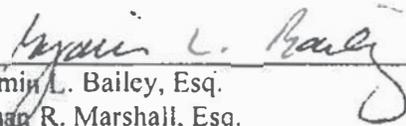
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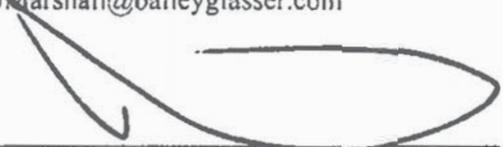
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CLASS COUNSEL

Dated this 25th day of August, 2017.



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MASS LITIGATION PANEL LEAD COUNSEL.

EXHIBIT 1

EXHIBIT 1**“FEDERAL ACTIONS”**

<i>CASE</i>	<i>CASE #</i>
Crystal Good, et al v. American Water Works Company, et al.	2:14-cv-01374 (consolidated with: 2:14-cv-11011, 2:14-cv-13164, 2:14-cv-13454, 2:14-cv-11009, 2:16-cv-00095, and 2:16-cv-00175)
West Virginia Hospitality & Travel Association v. American Water Works Company, Inc., et al.	2:16-cv-00184
Robert Perez v. West Virginia-American Water Company, et al.	2:16-cv-01606
Robert L. Johns/Freedom Industries, Inc. v. Eastman Chemical Company	2:16-cv-01775

EXHIBIT 2

EXHIBIT 2**“STATE ACTIONS”**

<i>Case Reference</i>	<i>Original CA No. / Court</i>
June Gurski	14-C-16 / Boone
Bobby L. Tucker and Reba Tucker	14-C-21 / Putnam
Deborah J. Hedrick	14-C-24 / Putnam
The Town of Buffalo	14-C-25 / Putnam
Desimone Hospitality Services, LLC	14-C-26 / Putnam
William Desimone, Jr. and Deanna L Desimone	14-C-27 / Putnam
Otis Tucker and Danette Tucker	14-C-28 / Putnam
Maid in the USA, Inc. d/b/a Maid to Perfection of Charleston	14-C-29 / Putnam
Wellington’s Inc. d/b/a Wellington’s Café & Catering	14-C-32 / Putnam
Trent Forbis and Lesli Forbis	14-C-35 / Putnam
Ronnie Allen Briscoe and Denise Evon Briscoe	14-C-36 / Putnam
Larry Newhouse and Brenda Newhouse	14-C-37 / Putnam
Little Bo Peep Daycare, et al.	14-C-38 / Boone
Darrell L. Moore and Tammy Moore	14-C-38 / Putnam
Gary N. Deweese and Connie L. Deweese	14-C-39 / Putnam
Christopher M. Deweese and Lori L. Deweese	14-C-40 / Putnam
EJ&K Enterprises, et al.	14-C-46 / Kanawha
Scott Miller and Bar 101, LLC d/b/a Bar 101 and Ichiban	14-C-47 / Kanawha
Adelphia, Inc. d/b/a Adelphia Sports Bar & Grill and d/b/a Capitol Car Wash and d/b/a Spyros Parking Lots	14-C-48 / Kanawha
Susan K. Dyer	14-C-53 / Kanawha
Christopher Jordan	14-C-53 / Putnam
Margie Jordan	14-C-54 / Putnam
Kanawha Gourmet Sandwiches, LLC	14-C-55 / Kanawha
Geraldine Johns	14-C-55 / Putnam
EG&K Inc. and Rusty Carpenter	14-C-56 / Kanawha
Hair We Are, Inc.	14-C-57 / Kanawha
Von Harvey	14-C-58 / Kanawha
Joe Fazio’s Restaurant, Inc.	14-C-59 / Kanawha
SandyLou & Tiffany 2, LLC d/b/a Angaleno’s Pizza	14-C-61 / Putnam
Pray Construction Company, et al.	14-C-62 / Kanawha
Mary Barber	14-C-62 / Putnam
Nick Konnovitch	14-C-63 / Putnam
Heidi Roub, as Executrix of the Estate of Daniel Cleve Stewart	14-C-64 / Kanawha
Warren Shamblin and Jessica Shamblin	14-C-64 / Putnam
Candice Henry Mahood, et al.	14-C-65 / Kanawha
Misty Harris	14-C-65 / Putnam
J.E. & K.E.	14-C-66 / Kanawha
Buffalo Volunteer Fire Department	14-C-67 / Putnam
Shape Shop, Inc. and Thelma Fays, LLC d/b/a Thelma Fays	14-C-70 / Kanawha
Mark Strickland	14-C-73 / Kanawha
Noel Hardman, et al.	14-C-75 / Kanawha

EXHIBIT 2**“STATE ACTIONS”**

<i>Case Reference</i>	<i>Original CA No. / Court</i>
Melissa Jean Medley	14-C-76 / Kanawha
John Nelson, et al.	14-C-82 / Kanawha
Richard Gravely	14-C-85 / Kanawha
John Levin and Louisa Levin	14-C-88 / Kanawha
Rodoco, Inc. d/b/a Donut Connection, et al.	14-C-97 / Kanawha
Kuppel LLC d/b/a Dream Tank, et al.	14-C-111 / Kanawha
Shannon Larwa, et al.	14-C-112 / Kanawha
Falbo & Company, PLLC	14-C-122 / Kanawha
AM & GH LLC, d/b/a Grano, et al.	14-C-123 / Kanawha
Kristy Ord, et al.	14-C-161 / Kanawha
Jason Brogan	14-C-262 / Kanawha
Craig A. Cook	15-C-281 / Putnam
Keli Harrison and Brett and Jane Harrison	15-C-283 / Putnam
Keith Morgan and Karla Rae	15-C-2158 / Kanawha
Spring Hill Primary Care, P.L.L.C.	16-C-21 / Kanawha
Mason Dixon, LLC	16-C-22 / Kanawha
Jerry Kinder	16-C-23 / Kanawha
Ashby's Pre Owned Autos Inc.	16-C-24 / Kanawha
Williams Enterprises, Inc.	16-C-25 / Kanawha
The City of Charleston, et al.	16-C-32 / Kanawha
Deborah Greene	16-C-33 / Kanawha
Racing Corporation of West Virginia, et al.	16-C-34 / Kanawha
Janet L. Thompson	16-C-123 / Kanawha
Rex A. Adkins and Sharron Ann Adkins	16-C-1423 / Kanawha
Fuji LLC d/b/a Fuji's Sushi & Teriyaki and Futji Reef Shop & Salt Water Pet Shop	16-C-1424 / Kanawha
Joshua L. Carey and Holly Carey	16-C-1425 / Kanawha
Town 'N Country Lanes Corporation	16-C-1426 / Kanawha
County Commission of Lincoln County, WV	17-C-41 / Lincoln

EXHIBIT 3

EXHIBIT 3 TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT

SETTLEMENT FUND DISTRIBUTION PROTOCOLS

The Settlement Administrator shall process claims under the criteria set forth in these Distribution Protocols. Only those Residential Household Claims, Business Claims, Medical Claims, Pregnancy Claims and Wage Earner Claims that satisfy the applicable criteria in the Amended Settlement Agreement and these Distribution Protocols are eligible to receive payment through the Settlement. All capitalized terms in these Distribution Protocols have the meaning that they are given in the Amended Settlement Agreement.

I. Settlement Claim Options/Claim Types

A. Residential Household Claims and Business Claims

1. Residential Claimants and Business Claimants will have the option of electing one of two potential claim options: the Simple Claim Form Option or the Individual Review Option. Business Claimants that elect the Individual Review Option and that are Commercial Businesses or non-profit Businesses shall submit the Individual Review Option Claim Form for Businesses (including Non-Profit Organizations) and Business Claimants that elect the Individual Review Option and that are Governmental Entities shall submit the Individual Review Option Claim Form for Governmental Entities.
2. Residential Claimants and Business Claimants may change their election at any time before the Claims Submission Deadline by submitting written notice of the change and any additional information necessary to support the revised claim to the Settlement Administrator.

B. Medical Claims, Pregnancy Claims and Wage Earner Claims

1. Medical Claimants must submit the Individual Review Option Claim Form for Medical Claims if they seek to recover for Medical Claims in addition to any payment through a Residential Household Claim.
2. Pregnancy Claimants must submit the Individual Review Option Claim Form for Pregnancy Claims if they seek to recover for Pregnancy Claims in addition to any payment through a Residential Household Claim.
3. Resident Wage Earner Claimants must submit the Individual Review Option Claim Form for Wage Earner Claims if they seek to recover for Wage Earner Claims in addition to any payment through a Residential Household Claim.

4. Non-Resident Wage Earner Claimants must submit the Individual Review Option Claim Form for Wage Earner Claims in order to obtain any recovery.

II. Claim Forms

- A. Simple Claim Form. The Simple Claim Form will provide information to enable the Settlement Administrator to: (i) identify the location of the Residence or Business and determine that the location is an Eligible Location; (ii) ensure that only one claim is paid for each Eligible Location; (iii) identify all Residents of an Eligible Residential Location as of January 9, 2014, confirm they are Settlement Class Members and ensure that only one claim of any applicable type is paid for each Resident; (iv) identify all Businesses located at an Eligible Location as of January 9, 2014, confirm they are Settlement Class Members, and ensure that only one claim is paid for each Business; (v) identify current contact information for the Residential Claimant and all Residents of an Eligible Residential Location or all owners or relevant principals of a Business at an Eligible Business Location; and (vi) make payment to the appropriate recipient. The Simple Claim Form will contain language that will allow the Claimant to attest to the presence of Property Damage at the Eligible Location and to sign and verify the information on the Simple Claim Form under penalty of perjury.
- B. Individual Review Claim Form. The Individual Review Claim Form will provide information to enable the Settlement Administrator to: (i) identify the location of the Residence or Business and determine that the location is an Eligible Location; (ii) ensure that only one claim is paid for each Eligible Location except as expressly provided herein for multiple Businesses and multiple use buildings; (iii) identify all Residents of a Residential Location as of January 9, 2014, confirm they are Settlement Class Members, and ensure that only one claim of any applicable type is paid for each Resident; (iv) identify all Businesses located at an Eligible Location as of January 9, 2014, confirm they are Settlement Class Members, and ensure that only one claim is paid for each Business; (v) identify current contact information for the Claimant and all Residents of an Eligible Residential Location or all owners or relevant principals of an Eligible Business Location; (vi) determine that a Medical Claimant, Pregnancy Claimant or a Wage Earner Claimant is a Settlement Class Member; (vii) assess any potential liens or other claims to any payment made under the Settlement (including identification of health or other insurers as required by the Amended Settlement Agreement); and (viii) make payment to the appropriate recipient. The Individual Review Claim Form will require the Claimant to provide documentation demonstrating Property Damage for Residential, Business and Governmental Claims. The Individual Review Claim Form will require Medical Claimants to provide documentation demonstrating Physical Injury as applicable. The Individual Review Claim Form will require Wage Earner Claimants to provide proof of hourly employment at an Eligible Business Location that was Shut Down or Partially Shut Down. The Individual Review Claim Form will require all

Claimants to state the amount of loss and to provide proof of loss caused by the Incident as specified in these Distribution Protocols.

- C. Prepopulation of Claim Forms. The Settlement Administrator will prepopulate Simple Claim Forms distributed in hard copy as applicable using the West Virginia American Customer List and other available, reliable sources.

III. Eligibility Criteria

- A. Residential Claimants. To be eligible for compensation, a Residential Claimant (i) must have been a resident at an Eligible Residential Location on January 9, 2014; (ii) may not be an Opt Out; and (iii) must timely submit a signed Claim Form. An Eligible Residential Claimant who submits a Claim Form is considered to be making a Residential Household Claim. If no Claim Form is submitted, a Residential Direct Customer User may be eligible for the Check Distribution Process as described in Section XI.D below.
- B. Business Claimants. To be eligible for compensation, a Business Claimant must (i) be a person or entity that operated a Business in an Eligible Business Location on January 9, 2014; (ii) may not be an Opt Out; and (iii) must timely submit a signed Claim Form.
- C. Medical Claimants. To be eligible for compensation, a Medical Claimant (i) must have been a resident at an Eligible Residential Location on January 9, 2014; (ii) may not be an Opt Out; and (iii) must timely submit a signed Individual Review Option Claim Form for Medical Claims. A Medical Claimant who resides at an Eligible Residential Location may also receive a payment for the Residential Household Claim and may make a Wage Earner Claim, if otherwise eligible.
- D. Pregnancy Claimants. To be eligible for compensation, a Pregnancy Claimant (i) must have been a resident at an Eligible Residential Location on January 9, 2014; (ii) may not be an Opt Out; and (iii) must timely submit a signed Individual Review Option Claim Form for Pregnancy Claims. A Pregnancy Claimant who resides at an Eligible Residential Location may also receive a payment for the Residential Household Claim and may make a Wage Earner Claim, if otherwise eligible. A Pregnancy Claimant cannot make both a Medical Claim and a Pregnancy Claim.
- E. Non-Resident Wage Earner Claimants. To be eligible for compensation, a Non-Resident Wage Earner Claimant must (i) have been employed as an hourly employee on January 9, 2014 at an Eligible Business Location that was Shut Down or employed in the portion of an Eligible Business Location that was Partially Shut Down; (ii) may not be an Opt Out; and (iii) must timely submit a signed Individual Review Option Claim Form for Wage Earners.
- F. Resident Wage Earner Claimants. To be eligible for compensation, a Resident Wage Earner Claimant must (i) have been employed as an hourly employee on January 9, 2014 at an Eligible Business Location that was Shut Down or

employed in the portion of an Eligible Business Location that was Partially Shut Down; (ii) may not be an Opt Out; and (iii) must timely submit a signed Individual Review Option Claim Form for Wage Earners. A Resident Wage Earner Claimant who resides at an Eligible Residential Location may also receive a payment for the Residential Household Claim, if otherwise eligible, and may also make a Medical Claim or a Pregnancy Claim, if otherwise eligible.

IV. Consolidation of Claims

A. Single Claim/Payment

1. There can be only one approved Residential Household Claim for each Eligible Residential Location.
2. There can be only one approved Business Claim for each Eligible Business Location, except that if the Settlement Administrator determines for a multi-unit facility that more than one Business operated there on January 9, 2014, each independent Business may be eligible for a payment.
3. There may be a Business Claim payment or a Residential Household Claim payment but not both for an Eligible Residential Location if a Business is operated in the Eligible Residential Location, except that if an Eligible Location was a multi-use building that contained both Businesses and Residences on January 9, 2014, each independent Business and Residence may be eligible for a payment.
4. Subject to subsections (1), (2), and (3) immediately above, if more than one Claim Form is submitted for any Eligible Location, the Settlement Administrator shall consolidate those claims and determine which claim is eligible for payment.
5. The Check Distribution Process shall be available only for Residential Direct Customer Users at those Eligible Residential Locations for which no Claim Form for a Residential Household Claim has been submitted by the Claims Submission Deadline.

- B. Medical Claimants. Each Eligible Medical Claimant may receive a single compensation amount for a Medical Claim as determined by the Settlement Administrator. A Medical Claimant may also receive a payment through a Residential Household Claim. A Medical Claimant may also seek a payment as a Wage Earner Claimant, if otherwise eligible.
- C. Pregnancy Claimants. Each Eligible Pregnancy Claimant may receive a single compensation amount for a Pregnancy Claim as determined by the Settlement Administrator. A Pregnancy Claimant may also receive a payment through a Residential Household Claim. A Pregnancy Claimant may also seek a payment as a Wage Earner Claimant, if otherwise eligible.
- D. Resident Wage Earner Claimants. Each Eligible Resident Wage Earner Claimant may receive a single compensation amount for a Wage Earner Claim as determined by the Settlement Administrator. A Resident Wage Earner Claimant may also receive a payment through a Residential Household Claim. A Resident Wage Earner Claimant may also seek payment as a Medical Claimant or as a Pregnancy Claimant, if otherwise eligible.
- E. Non-Resident Wage Earner Claimants. Each Eligible Non-Resident Wage Earner Claimant may receive a single compensation amount for a Wage Earner Claim as determined by the Settlement Administrator.

V. Determination of Compensation for Simple Claim Form Option

- A. Assessment of Aggregate Value of Claims/Allocation of Assets for Simple Claim Form Submissions.
 - 1. The compensation amounts for Residential Claimants and Business Claimants that elect the Simple Claim Form Option shall be as set forth below in Sections V.B and V.C, except as set forth in Section V.A.2, below.
 - 2. In the event that payment of the compensation amounts under the Simple Claim Form Option as set forth below in Sections V.B and V.C, and any compensation amounts to be paid through the Check Distribution Process described below in Section XI.D, would exceed the Available Assets for the Simple Claim Form Option, the Settlement Administrator will establish the compensation amounts for approved Residential Household Claims and approved Business Claims under the Simple Claim Form Option and compensation amounts for the Check Distribution Process using the methodology set forth in this section. The compensation amounts shall be uniform so that each Eligible Residential Location receives the same amount, each Additional Resident receives the same amount, each Check Distribution Process check recipient receives the same amount, and each approved Business Claim within the same business type and revenue category receives the same amount.

- (i) The Settlement Administrator must determine the aggregate number of Eligible Residential Locations for which Simple Claim Forms have been submitted and the number of eligible Additional Residents.
- (ii) The Settlement Administrator must determine the aggregate number of Eligible Residential Locations (associated with a Customer and for which no Residential Direct Customer User has submitted a Claim Form) that will receive a check through the Check Distribution Process.
- (iii) The Settlement Administrator must determine the aggregate number of approved Business Claims submitted under the Simple Claim Form Option and the revenue category of each such Business or portion of the Business, if necessary.
- (iv) After determining the total amount of Compensable Claims to be paid under the Simple Claim Form Option and the total amount to be distributed through the Check Distribution Process, the Settlement Administrator shall reduce the payment amounts as follows, if necessary: first, the Check Distribution Process payment amounts, and second, if necessary, by pro rata reduction to all other payees, down to the amount of the Available Assets for the Simple Claim Form Option.

B. Compensation Terms for Residential Household Claims. There will be a uniform payment for each Eligible Residential Location including one Resident, plus an additional uniform payment for each Additional Resident at that Location if there was more than one Resident at the Location on January 9, 2014.

1. *Estimated Payment Amount for Each Eligible Residential Location:* The estimated uniform payment for each Eligible Residential Location is \$550.00 (inclusive of one Resident).
2. *Estimated Payment Amount for Each Additional Resident:* The estimated uniform payment for each Additional Resident (beyond the first Resident) is \$180.00.
3. *Distribution of Aggregate Payment for Residential Claims.* The aggregate payment amount for a Residential Household Claim is the sum of the amount for the Eligible Residential Location plus the amount(s) for each Additional Resident. The Settlement Administrator will issue a single payment in that aggregate amount addressed and made payable to the individual Claimant who filed the claim ("Payee Claimant"). The Payee Claimant shall be responsible for distributing portions of that aggregate payment amount to the Residents as agreed among the adult Residents. If the Residents cannot agree on such distribution, any Resident may request

that the Settlement Administrator determine the allocation of the aggregate payment amount among the adult Residents. The Settlement Administrator may allocate the aggregate payment amount based on either (1) evidence showing the costs incurred by each adult Resident for repair or replacement of Property Damage or for extra expenses or (2) pro rata based on the number of Residents in the Household. Notwithstanding the above, the Settlement Administrator may issue separate payments to individual Residents if and as necessary.

4. In the event that there is an Early Funding Date and funds are deposited into the Escrow Accounts prior to the Effective Date in accordance with the terms of Sections 5.2 and 5.4 of the Amended Settlement Agreement, then the estimated uniform payment for each Eligible Residential Location under this subsection shall be increased by a percentage equivalent to the percentage increase in the Available Assets for the Simple Claim Form Option due to interest accruing in the Escrow Accounts between the Early Funding Date and the date on which Simple Form Residential Household Claims are calculated and processed.

C. Compensation Terms for Business Claims. The compensation amount for Business Claimants under the Simple Claim Form Option will be based on the category of the Business and, as applicable, the revenues of the Business.

1. *Commercial Businesses that Shut Down or Partially Shut Down:* Commercial Businesses that Shut Down may be eligible for an estimated payment as set forth below based on annual sales revenue for 2013 or Substitute Revenue Data for the Eligible Business Location. If a Commercial Business was Partially Shut Down, eligibility for payment amounts in excess of the amount set forth in Section C.3 below must be based on 2013 annual sales revenue or Substitute Revenue Data only for the operations that were Partially Shut Down.
 - (i) Annual revenue of up to and including \$1,000,000: estimated uniform payment of \$1,875 plus an estimated additional payment of 4% of annual revenue.
 - (ii) Annual revenue in excess of \$1 million: estimated uniform payment of \$41,875.

A Business that was Shut Down or Partially Shut Down must provide reliable evidence of revenues sufficient to determine the applicable revenue category. Subject to the right of the Settlement Administrator to audit any claim, a certification under penalty of perjury by a Business with claimed annual sales revenue for 2013 that does not exceed \$250,000 or claimed Substitute Revenue Data for the Eligible Business Location showing annual revenue for 2013 in an amount not to exceed \$250,000, may be deemed sufficient reliable evidence by the Settlement

Administrator. If a Business does not provide reliable evidence of revenues sufficient to determine the applicable revenue, that Business will receive the payment set forth in Section C.3 below.

2. *Lodging Businesses*: Lodging Businesses may be eligible for an estimated payment as set forth below based on annual sales revenue for 2013 or Substitute Revenue Data for the Eligible Business Location. If a Lodging Business does not provide reliable evidence of revenues sufficient to determine the applicable revenue category, that Business will receive the payment set forth in Section C.2(i) below.
 - (i) Annual revenue up to and including \$156,250: estimated uniform payment of \$5,000.
 - (ii) Annual revenue over \$156,250 up to and including \$2 million: estimated uniform payment of 3.2% of annual revenue.
 - (iii) Annual revenue above \$2 million: estimated uniform payment of \$64,000.
3. *Other Eligible Business Locations, including all nonprofit and Governmental Entity Eligible Business Locations*: estimated uniform payment of \$1,875.
4. In the event that there is an Early Funding Date and funds are deposited into the Escrow Accounts prior to the Effective Date in accordance with the terms of Sections 5.2 and 5.4 of the Amended Settlement Agreement, then the estimated uniform payment for each Eligible Business Location under this subsection shall be increased by a percentage equivalent to the percentage increase in the Available Assets for the Simple Claim Form Option due to interest accruing in the Escrow Accounts between the Early Funding Date and the date on which Simple Form Business Claims are calculated and processed.

VI. Determination of Compensation for Claims Submitted Under Individual Review Option

- A. Residential Claimants and Business Claimants may seek compensation for certain eligible losses resulting from Property Damage demonstrated with reliable documentation in accordance with the Amended Settlement Agreement and these Distribution Protocols. Each Residential Claimant and each Business Claimant under the Individual Review Option must state on the applicable Claim Form the total amount of compensation requested and the Claimant's recovery under the Settlement for that claim cannot exceed that requested amount. To be compensable under the Individual Review Option, costs, expenses and losses must be reasonable and necessary. The amount of compensation will be based on the documentation provided and the guidelines in these Distribution Protocols.

There is no minimum compensation amount for Residential Household Claims or Business Claims if the Claimant elects the Individual Review Option.

- B. Subject to any limitations in the Amended Settlement Agreement regarding authorized work and Advance Payments, the Settlement Administrator shall conduct an initial review of each Residential Individual Review Option Claim Form within 14 days of submission. If such review is not authorized prior to the Effective Date, then such initial review shall be completed within 14 days after the Effective Date. If a Residential Claimant identifies a total requested compensation amount that is less than the estimated payment amount that would have been available for a Residential Household Claim under the Simple Claim Form Option, or if the Individual Review submission clearly would not support a Compensable Claim, then the Settlement Administrator shall inform the Residential Claimant of any identified deficiencies and the estimated payment amount that would have been available for a Residential Household Claim under the Simple Claim Form Option. The Claimant may supplement and re-submit the Individual Review submission within 7 days from receipt of the information from the Settlement Administrator or consistent with the allowed time under Section I.A.2, whichever is longer. The notice from the Settlement Administrator shall contain a form for the Claimant to return to the Settlement Administrator by mail or electronically to elect to continue to pursue an Individual Review Option Claim. If the Claimant does not within the allowed time return this form notifying the Settlement Administrator that the Claimant intends to supplement and re-submit the Individual Review submission, the Claim will be treated as a Simple Claim Form and the Residential Claimant will receive the compensation amount, if any, determined by the Settlement Administrator under the Simple Claim Form Option.
- C. The Settlement Administrator is authorized and obligated to verify documents and submissions through a quality management and fraud control process and to evaluate and deny claims based on the absence of reliable documentation. The Settlement Administrator will have authority to make reasonable requests for additional information.
- D. The amount of compensation for an Individual Review Option claim will be determined based on the amount of the eligible documented losses, the aggregate amount of Individual Review Option claims, and the amount of funds available to compensate such Individual Review Options claims. Losses that are not properly documented will not be compensated.
- E. Residential Claims.
 - 1. *Eligible Residential Claimants may recover:*
 - (i) Repair/replacement costs: The reasonable documented costs incurred and paid for repair or replacement of any and all appurtenances of the residential water system that was necessitated

by the Incident, including the cost of hiring an outside vendor to clean and flush the residential water system as recommended in the flushing guidelines provided by West Virginia American. Residential Claimants may recover 50% of the cost of replacing an appliance (up to a maximum of \$750), including hot water heaters, dishwashers, washing machines, refrigerators, and humidifiers, but such limitations shall not apply to CPAPs or similar assistive breathing device.

- (ii) Extra expenses: The reasonable documented extra expenses incurred and paid as a result of the Incident, such as costs for bottled water or other alternative water supplies, paper plates, plastic ware, pre-prepared meals, sanitation supplies, restaurant expenses, alternative lodging, and laundry expenses.
- (iii) Discarded food: The reasonable documented costs of food that was discarded as a result of the Incident.

2. *Time Period of Eligible Loss*

- (i) To be eligible for payment, the repair and/or replacement in Section VI.E.1(i) must have occurred between January 9, 2014 and February 18, 2014, unless the Claimant can demonstrate a reasonable basis for delaying repair/replacement.
- (ii) To be eligible for payment, the extra expenses in Section VI.E.1(ii) must have been incurred between January 9, 2014 and the end of the Do Not Use Period for the location, unless the Claimant can demonstrate a reasonable basis for continuing to incur extra expenses, provided that no extra expenses incurred after February 1, 2014 will be eligible. Documented bottled water or replacement water expenses are eligible if incurred through March 3, 2014.
- (iii) To be eligible for payment the discarded food in Section VI.E.1(iii) must have been purchased before or on January 9, 2014 and must have been discarded during the Do Not Use Period, unless the Claimant can demonstrate a reasonable basis for subsequent costs for discarded food, provided that no discarded food costs after February 1, 2014 will be eligible.

3. *Causation Requirement*

- (i) Causation will be presumed for the repair and/or replacement costs in Section VI.E.1(i) (not including replacement of appliances) provided that the repair or replacement occurred between the end of the Do Not Use Period and February 18, 2014.

- (ii) Causation will be presumed for the extra expenses in Section VI.E.1(ii) that occurred during the Do Not Use Period for the location.
- (iii) For any other claimed losses (including replacement of appliances), the Claimant must present reliable documentation demonstrating that the loss, cost, or expense was reasonable and a necessary result of the Incident.

4. *Documentation:*

- (i) Claimants must demonstrate all claimed losses or expenses with reliable documentation showing the actual out of pocket expenditure (such as credit card statements, invoices, bank statements, cancelled checks), the purpose of the expenditure (i.e., the item purchased or the repair performed) and the date of the expenditure.

F. Business Claims.

- 1. Eligible Business Claimants, including Governmental Claimants, may recover:
 - (i) **Repair/replacement costs:** The reasonable documented cost incurred and paid for replacing or repairing components of the water system necessitated by the Incident, including the cost of hiring an outside vendor to clean and flush the Business water system as recommended in the flushing guidelines provided by West Virginia American and/or to meet any applicable health department or other regulatory requirements. The Business Claimant may recover 75% of the paid cost of replacing any affected appliance or equipment that was used to operate the Business, subject to demonstration of timing and causation requirements as described below.
 - (ii) **Lost profits:** A Business Claimant that had Property Damage may recover lost profits using the applicable methodology set forth below. A Governmental Claimant may recover lost revenues using the applicable methodology set forth below, including in Section VI.5(i)(a).
 - (iii) **Lost inventory:** A Business Claimant may recover the documented value of inventory that had to be destroyed or discarded and was not usable as a result of the cessation of operations due to the Incident.
 - (iv) **Extra expenses:** A Business Claimant with Property Damage may recover costs paid for the Property Damage along with the

reasonable and actual cost paid for supported additional losses, such as bottled water or other substitute water supplies or alternative cleaning supplies that do not require water during the Do Not Use Period. Extra expenses in this Section VI.F.1 shall include for Governmental Claimants such unreimbursed response costs paid in excess of budgeted expenditures that were incurred in direct response to the Incident.

- (v) Any Business Claimant seeking to recover any losses, costs or expenses under this Section VI.F.1 based on contamination from the Incident that is not associated with the introduction of water containing the spilled chemicals into the KVTP and the Kanawha Valley Distribution System cannot recover more than \$1,000,000 through the Amended Settlement Agreement.

2. *Time Period of Eligible Loss*

- (i) To be eligible for compensation, repair and/or replacement in Section VI.F.1(i) must have occurred between January 9, 2014 and February 18, 2014, unless the Claimant can demonstrate a reasonable basis for delaying such repair/replacement.
- (ii) To be eligible for compensation, the lost inventory in Section VI.F.1(iii) must have been in existence during the Do Not Use Period and must have been discarded or destroyed within one week of the Business resuming operations, unless the Claimant can demonstrate a specific reasonable basis for delayed loss or destruction of such inventory.
- (iii) To be eligible for compensation, the extra expenses in Section VI.F.1(iv) must have been caused by the Incident and limited to those reasonable documented expenses incurred during the Do Not Use Period, unless the Claimant can demonstrate a specific reasonable basis for continuing to incur such extra expenses. Documented replacement water costs are eligible if incurred through March 3, 2014. No payment may be made for extra expenses in Section VI.F.1(iv) incurred after March 3, 2014.
- (iv) Lost profits and lost revenues in Section VI.F.1(ii) will be limited to: (a) the period January 9, 2014 through March 31, 2014 for Businesses that were Shut Down; (b) the period January 9, 2014 through March 31, 2014 for Businesses that were Partially Shut Down with respect to lost profits attributable to the portion of the Business that was Partially Shut Down; (c) the period January 9, 2014 through February 24, 2014 for all other Businesses. These limitations are subject to the ability of a Business Claimant or

Governmental Claimant to establish a longer period in accordance with Section VI.F.5(iii).

3. *Causation Requirement*

- (i) Causation will be presumed for costs incurred and paid for repair or replacement of any component of the water system that the flushing guidelines provided by West Virginia American recommended customers repair or replace or that any health department or other regulatory agency instructed customers to repair or replace.
- (ii) For replacement of a specific appliance or equipment, the Claimant must demonstrate with specific reliable documentation (such as a communication from a manufacturer or repair technician) that replacement of that specific appliance or equipment was necessary due to the Incident.
- (iii) Causation will be presumed for extra expenses in Section VI.F.1(iv) incurred during the Do Not Use Period.
- (iv) Lost profits and lost revenues in Section VI.F.1(ii) will be presumed to be caused by the Incident for the duration of the Do Not Use Period for Businesses that Shut Down, or for Businesses that Partially Shut Down with respect to lost profits attributable to the portion of the Business that was Partially Shut Down; all other lost profits claims will be evaluated for causation under Section VI.F.5(iii).
- (v) Lost inventory in Section VI.F.1(iii) will be presumed to be caused by the Incident if the lost inventory was perishable.
- (vi) For all other claims for repair/replacement costs, extra expenses, or lost inventory, the Claimant must demonstrate that the loss was the direct result of the Incident and that the repair/replacement, expense or loss was reasonable and necessary and meets such other applicable standards as described in this Section VI.F.

4. *Documentation*

- (i) Repair/replacement costs in Section VI.F.1(i) and/or extra expenses in Section VI.F.1(iv) must be supported by reliable documentation demonstrating that the component was repaired or replaced and identifying the items purchased or other expenses (such as credit card statements, invoices, bank statements, cancelled checks), the date of the repair or replacement or purchase and the reason for the repair or replacement.

- (ii) The value of lost inventory in Section VI.F.1(iii) must be supported by reliable documentation demonstrating the cost of the lost inventory (e.g., invoices showing the cost of obtaining or creating the lost inventory; inventory lists; credit card statements, invoices, bank statements, cancelled checks).
- (iii) Proof of Lost Profits: The Business Claimant must submit its books and records showing or enabling the calculation of lost profits in Section VI.F.1(ii), including but not limited to, if available:
 - (a) Daily sales (and occupancy for lodging) records for the period of claimed loss;
 - (b) Profit and Loss Statements (or Income and Expense Statements) for 2012, 2013, and 2014. (Departmental statements, if applicable);
 - (c) Monthly sales (and occupancy for lodging) for 2012, 2013 and 2014;
 - (d) Payroll records; and
 - (e) Such other documentation requested by the Settlement Administrator.
- (iv) Proof of Lost Revenues: Governmental Claimants must submit books, data, and/or records showing or enabling the calculation of lost revenue, including books, data, and/or records (e.g., annual financial reports, budgets, and tax revenue collection data) showing actual revenue for the years 2012 through any period for which lost revenues are sought.
- (v) Submission of Lost Profits/Lost Revenues Calculation: The Business Claimant or Governmental Claimant must submit its computation of its claimed lost profits or lost revenues with all supporting documentation necessary to calculate lost profits or lost revenues as set forth in Section VI.F.5.

5. *Computation of Lost Profits/Lost Revenues and Review Procedures*

- (i) Lost profits will be calculated using the following approach: Lost sales, less the saved direct cost of sales, less all other saved operating costs.
 - (a) Governmental Claimants may use the following calculation: Loss of revenues (including lost tax revenues, fees, commissions, and other sources of funds) less any

saved or variable costs of operations, except that the amount of lost profits that can be awarded to any Governmental Claimant based on a claim of lost tax revenues shall be limited to \$2.2 million.

- (ii) **Lost Profits for Businesses that were Shut Down or Partially Shut Down:** Any Eligible Business that was Shut Down will submit the following information: (a) the actual sales for the claimed period of loss; (b) the direct costs of sales for the claimed period of loss in 2013, 2014, and 2015; (c) the costs saved as a result of the cessation of operations for the claimed period of loss. Any Eligible Business Location that was Partially Shut Down may choose to submit the same information for the portion of the Business that was Partially Shut Down. If the Eligible Business Location that was Partially Shut Down is unable to submit the information for the portion of the Business that was Partially Shut Down, the Business must prove lost profits for that portion of the Business under the procedures set forth in Section VI.F.5(iii) below.
- (iii) For lost profits claims (a) for Businesses that were not Shut Down or Partially Shut Down; (b) for periods beyond any period that an Eligible Business Location was Shut Down or Partially Shut Down, or (c) for a Business that was Shut Down or Partially Shut Down and that is not able to provide the separate information required by Section VI.F.5(ii), lost profits will be determined on a case by case basis using forensic accounting methodologies that will evaluate the causal link between the Incident and the alleged loss of revenue/sales by accounting for all factors affecting revenue and profit. Such analysis will apply reasonable forensic accounting methodologies for the type of business at issue. Lost profits will not be awarded unless there is a documented reduction in profits that can be directly attributed with reasonable certainty to the Incident. Such lost profits must be proven as to causation and amount to a reasonable degree of economic certainty.
- (iv) **Lost Revenues Claims:** The computation of a claim for Lost Revenues may be based on lost revenues from specific, defined economic sectors, (*e.g.*, lost tax revenue from identified business categories, including, but not limited to, hotels, restaurants, etc. for which sector the claimant identifies in its books, data and records). Lost revenues claims will be determined on a case by case basis using economic, forensic accounting methodologies that will evaluate the causal link between the Incident and the alleged loss of revenue by accounting for all factors affecting revenue. Such analysis will apply reasonable economic forecasting and forensic accounting methodologies for such Claimants. Lost Revenues will

not be awarded unless there is a reduction in revenues that can be directly attributed with reasonable certainty to the Incident. Such lost revenues must be proven to a reasonable degree of economic certainty.

- (v) Lost Profits/Lost Revenues Review Procedure: The Settlement Administrator shall review any lost profits or lost revenues claim and if the Settlement Administrator determines that the Business Claimant or Governmental Claimant has submitted sufficient information to conduct the lost profits or lost revenues analysis then the Settlement Administrator shall provide the Claimant's analysis and the Settlement Administrator's analysis and determination to the Parties and the Claimant for review.
 - (a) The Claimant or any Party may file an objection with the Settlement Administrator within 14 days of the date of the notice and seek a second review consistent with the administrative appeal procedures in the Amended Settlement Agreement.
 - (b) The following additional procedures apply specifically to second review of the Settlement Administrator's determination regarding lost profits and lost revenues claims:
 - (1) If the lost profits or lost revenues determination is below \$250,000, then the appeal will be considered by a review team from the Settlement Administrator's claim evaluation personnel, except as provided in subsection (2) below.
 - (2) If the lost profits or lost revenues determination is \$250,000 or above, or if the lost profits or lost revenues determination is below \$250,000 but is based in any part on lost profits or lost revenues asserted for time periods after June 30, 2014, then the objecting Party or Claimant may initiate a process by which the Parties will identify a third-party neutral with expertise and experience in the determination of lost profits or lost revenues who will consider any submissions of the Parties, the Claimant, and the Settlement Administrator and issue a final determination, subject only to further review by the Appeal Adjudicator consistent with the administrative appeal procedures in the Amended Settlement Agreement.

VII. Wage Earner Claims

- A. Eligible Wage Earner Claimants may recover documented lost wages that the Wage Earner Claimant would have received had the Wage Earner Claimant worked during the period when the Wage Earner Claimant was prevented from working due to the Shut Down or Partial Shut Down of an Eligible Business Location. Salaried employees are not eligible to submit a Wage Earner Claim.
- B. Time Period of Eligible Loss. An Eligible Wage Earner Claimant may recover documented lost wages under Section VII.A during the period of Shut Down or Partial Shut Down for the Eligible Business Location.
- C. Causation. An Eligible Wage Earner Claimant may recover documented lost wages under Section VII.A only if (i) the Business was Shut Down or Partially Shut Down; (ii) the Wage Earner Claimant was scheduled to work during that period; and (iii) with respect to a Business that was Partially Shut Down, the Claimant was scheduled to work during that period at the portion of the Business that was Partially Shut Down.
- D. Documentation. The Wage Earner Claimant must submit reliable documentation of his/her regular wages (such as a pay stub or an employment contract) and must submit sufficient proof of lost wages, such as reliable documentation of work schedule during the relevant period or a sworn statement of the supervisor/employer attesting to the fact that the Wage Earner Claimant was prevented from working and did not make up the lost time.
- E. Aggregate Amount Payable. The aggregate amount payable under this Amended Settlement Agreement for Wage Earner Claims is limited to \$4,000,000. If the aggregate amount of Compensable Claims for Wage Earner Claimants exceeds \$4,000,000, then the Compensable Claim of each individual Wage Earner Claimant shall be reduced pro rata such that the aggregate amount paid to Wage Earner Claimants does not exceed \$4,000,000.

VIII. Medical Claims

- A. Contemporaneous Medical Treatment Claims. Contemporaneous Medical Treatment Claims may be pursued by Eligible Medical Claimants who sought medical care for a contemporaneous reaction or illness attributed to the Incident. To qualify for payment of a Contemporaneous Medical Treatment Claim, an Eligible Medical Claimant must (1) attest to exposure to tap water at any time between January 9, 2014 and February 15, 2014, (2) provide contemporaneous medical records that demonstrate that he or she sought and received diagnostic evaluation and/or treatment for a Physical Injury or a condition that the Medical Claimant believed to be a Physical Injury based on the exposure to tap water from the KVTP at any time between January 9, 2014 and February 15, 2014, and (3) demonstrate that such treatment occurred at any time between January 9, 2014 through February 15, 2014. An Eligible Medical Claimant determined by the

Settlement Administrator to have had a reasonable basis for seeking medical treatment and who has satisfied the requirements for asserting a Contemporaneous Medical Treatment Claim may receive a payment equal to the unreimbursed cost of such documented medical care up to a maximum of \$5,000, and an additional payment of \$750. The Medical Claimant must attest on his or her Individual Review Claim Form for Medical Claims that he or she sought treatment based on a belief or a diagnosis that any identified symptoms or conditions were due to exposure to tap water from the KVTP between January 9, 2014 and February 15, 2014.

- B. Other Medical Issues Claims. Certain individuals have alleged that they have suffered illness or death as a result of exposure to water contaminated as a result of the Incident. Each such claim will be addressed individually to determine the type of illness and whether there is a credible, documented causal relationship between exposure to contaminated tap water and the illness and if the condition is deemed to be causally related, the appropriate compensation based on the expenses the claimant has incurred.
1. Other Medical Issues Claims means illness, injury or wrongful death that an Eligible Medical Claimant contends was caused by exposure to water contaminated as a result of the Incident. Other Medical Issues Claims do not include physical injuries or illness that are the subject of Contemporaneous Medical Treatment Claims as defined in Section VIII.A immediately above.
 2. An Eligible Medical Claimant must provide proof for an Other Medical Issues Claim that is and is intended to be more stringent than the proof required to demonstrate a Contemporaneous Medical Treatment Claim.
 3. An Eligible Medical Claimant may recover defined payments for "Other Medical Issues" only as follows:
 - (i) The Claimant must attest to the manner and amount of exposure to contaminated tap water resulting from the Incident on or after January 9, 2014 and before February 28, 2014.
 - (ii) The Claimant must submit a contemporaneous medical record which documents that the claimant sought and received medical care for an illness or injury, or exacerbation of an existing condition, which a treating licensed health care provider diagnosed and which is demonstrated to be causally related to exposure to contaminated water from the Incident as set forth in Section VIII.B.3(iv) below. The complained of medical condition must have manifested between January 9, 2014 and February 28, 2014. The contemporaneous medical records must contain the diagnosis of the condition and the basis for the diagnosis. The diagnosis must

be based on physical examination, physician observation, and application of appropriate diagnostic standards or tests.

- (iii) The Claimant must have medical expenses for treatment for the illness or injury, or exacerbation of an existing condition, in excess of \$5,000. If medical bills are less than or equal to \$5,000, the claim must proceed as a Contemporaneous Medical Treatment Claim.
 - (iv) The Claimant must submit an affidavit or sworn declaration of a qualified medical expert which clearly sets forth that the illness or injury, or exacerbation of an existing condition, is causally related to exposure to contaminated water resulting from the Incident as stated in Section VIII.B.3(i) above. For purposes of this section, a “qualified medical expert” is a physician who is engaged in a specialty relevant to the Other Medical Issues Claim or engaged in relevant scientific research. The affidavit or declaration must set forth the qualifications of the expert and must include (a) information about the nature and degree of exposure to contaminated water the Claimant experienced, (b) the medical condition from which the Claimant suffers and the basis for the diagnosis of that condition, (c) the qualified medical expert's opinion to a reasonable degree of medical probability as to how the medical condition was causally related to exposure to contaminated water resulting from the Incident, and (d) the materials reviewed by the expert. To prove the illness or injury, or exacerbation of an existing condition, can generally be caused by exposure to contaminated water resulting from the Incident, the Claimant may rely on the affidavit or declaration of a qualified expert who expresses the opinion to a reasonable medical or scientific probability.
4. The Settlement Administrator shall determine whether the Claimant has submitted the required documentation supporting the Other Medical Issues Claim. The Settlement Administrator may retain consulting medical experts as necessary. If the Settlement Administrator determines that appropriate documentation has been submitted, the Settlement Administrator shall issue a preliminary decision either approving the claim and setting a claim amount as set forth in Section VIII.D below, or rejecting the claim with notice to the Claimant and to the Parties.
5. Either the Claimant or any Party may file an objection with the Settlement Administrator within thirty days of the date of the notice and seek a second review consistent with the administrative appeal procedures in the Amended Settlement Agreement. For purposes of resolving objections related to any Other Medical Issues Claim, the Settlement Administrator must retain consulting medical experts.

C. Water Interruption Medical Issues Claims.

1. Water Interruption Medical Issues Claim means a delay in treatment for an existing chronic illness that an Eligible Medical Claimant asserts was caused by the interruption of water service at the medical service provider's facility resulting from the Incident. Water Interruption Medical Issues Claims do not include Contemporaneous Medical Treatment Claims or Other Medical Issues Claims as defined in these Distribution Protocols.
2. An Eligible Medical Claimant may recover defined payments for Water Interruption Medical Issues Claims only as follows:
 - (i) The Claimant must produce contemporaneous medical records demonstrating that medical care for a pre-existing chronic illness or condition was delayed solely because of water interruption at the medical service provider's facility during the applicable Do Not Use Period.
 - (ii) The Claimant must produce evidence demonstrating to a reasonable probability that:
 - (a) the delay directly caused an aggravation or progression of the illness or condition; and
 - (b) the aggravation or progression of the illness would not have occurred but for the delay.
 - (iii) The Claimant must have medical expenses in excess of \$5,000 for medical care for the pre-existing chronic illness or condition that was delayed solely because of water interruption at the medical service provider's facility during the applicable Do Not Use Period. If medical expenses are less than or equal to \$5,000, the claim must proceed as a Contemporaneous Medical Treatment Claim.
 - (iv) To prove the requirements in Section VIII.C.2(ii), the Claimant must produce an affidavit or attestation by the Claimant's treating physician or a qualified medical expert (as defined in Section VIII.B.3(iv)) which clearly sets forth (a) the expert's qualifications; (b) the expert's opinion as to how there was a delay in medical treatment because of water service interruption at the medical service provider's facility; and (c) the expert's opinion to a reasonable degree of medical probability (i) that the delay in medical treatment caused or was a substantial contributing factor causing progression or aggravation of the pre-existing illness or injury and (ii) explaining why the expert reached this conclusion.

3. The Settlement Administrator shall determine whether the Claimant has submitted the required documentation supporting the Water Interruption Medical Issues Claim. The Settlement Administrator may retain consulting medical experts as necessary. If the Settlement Administrator determines that appropriate documentation has been submitted, the Settlement Administrator shall issue a decision either approving the claim and setting a claim amount as set forth in Section VIII.D below or rejecting the claim with notice to the Claimant and to the Parties.
4. Either the Claimant or any Party may file an objection with the Settlement Administrator within thirty days of the date of the notice and seek a second review consistent with the administrative appeal procedures in the Amended Settlement Agreement. For purposes of resolving appeals related to any Water Interruption Medical Issues Claim, the Settlement Administrator must retain consulting medical experts.

D. Payments and Proof of Damage for Other Medical Issues Claims or Water Interruption Medical Issues Claims.

1. An Eligible Medical Claimant determined by the Settlement Administrator to have satisfied the requirements for asserting an Other Medical Issues Claim or a Water Interruption Medical Issues Claim as set forth in these Distribution Protocols may recover:
 - (i) For injury or illness that meets the requirement of an Other Medical Issues Claim or a Water Interruption Medical Issues Claim, but does not meet one of the categories in subsections (ii) – (iv), below, a payment equal to four times past medical costs that are demonstrated by expert medical affidavit to a reasonable probability to be causally related to and incurred for diagnosis or treatment of the claimed injury or illness, plus \$5,000 per night of hospitalization that is demonstrated by expert medical affidavit to a reasonable probability to be causally related to and incurred for diagnosis or treatment of the claimed injury or illness; or
 - (ii) For permanent visual impairment not correctable with glasses asserted in an Other Medical Issues Claim or a Water Interruption Medical Issues Claim: (a) a base payment of \$6,000 times the Vision Impairment Rating percentage in the American Medical Association's *Guides to the Evaluation of Permanent Impairment* (5th Ed.) attributable to the water contamination event, with the total payment under this subsection (a) not to exceed \$300,000 after accounting for all adjustments; (b) plus two times past medical costs that are demonstrated by expert medical affidavit to a reasonable probability to be causally related to and incurred for diagnosis or treatment of the claimed injury or illness; or

- (iii) For wrongful death asserted in an Other Medical Issues Claim or a Water Interruption Medical Issues Claim and proven pursuant to Section VIII.D.2 below: (a) a base payment of \$290,000, adjusted upwards by \$10,000 for every year under age 66 and downwards by \$10,000 for every year over 66, with the total payment under this subsection (a) not to exceed \$500,000 after accounting for all adjustments; (b) plus four times past medical costs that are demonstrated by expert medical affidavit to a reasonable probability to be causally related to and incurred for diagnosis or treatment of the claimed injury or illness that caused the wrongful death; (c) up to a total maximum of \$750,000 for both (a) and (b).
- (iv) For permanent total occupational disability asserted in an Other Medical Issues Claim or a Water Interruption Medical Issues Claim and proven pursuant to Section VIII.D.2 below: (a) a base payment of \$380,000, adjusted upwards by \$10,000 for every year under age 62 and downwards by \$10,000 for every year over age 62, with the total payment under this subsection (a) not to exceed \$750,000 after accounting for all adjustments; (b) plus five times past medical costs that are demonstrated by expert medical affidavit to a reasonable probability to be causally related to and incurred for diagnosis or treatment of the claimed injury or illness that caused the total occupational disability; (c) up to a total maximum of \$1,000,000 for both (a) and (b).

2. Proof of Death or Permanent Total Occupational Disability: A Medical Claim based on wrongful death may only be compensated if the death certificate attributes the primary or contributing cause of death to a specific medical condition alleged to be caused by exposure to contaminated water resulting from the Incident or failure to get treatment as a result of water interruption for which the Claimant has based his or her Medical Claim. A Medical Claim based on total occupational disability may only be compensated if a governmental agency has found the Claimant to be occupationally disabled because of the specific medical issue or failure to get treatment as a result of water interruption on which the Claimant has based his or her Medical Claim. For purposes of this section, a “governmental agency” includes the Social Security Administration, Workers Compensation Commission, or a disability pension board for employees of a State, City or County, or similar organization. A Medical Claim based on permanent visual impairment may only be compensated if the Vision Impairment Rating is established by a signed examination record by a person qualified to perform vision examinations. For purposes of this section, permanent loss of vision resulting in legal blindness shall be considered a total occupational disability, and such a Claimant may elect to recover under subsection VIII.D.1(ii) or subsection VIII.D.1(iv), above, but not both. For purposes of this section, a Claimant is considered to be legally blind if the person

would be considered to be blind under the Social Security Administration's statutory guidelines, 42 U.S.C. § 1382c(a)(2).

IX. Pregnancy Claims

- A. Pregnancy Claims. This category applies to Residents who were pregnant on January 9, 2014. A Settlement Class Member who was a Resident in an Eligible Residential Location on January 9, 2014, who was pregnant on that day, and who does not submit a Medical Claim under Sections VIII.A, B, or C may be eligible to receive a single payment of \$1,500. Any Resident making a claim for this Pregnancy Claim payment must complete the Individual Review Option Claim Form for Pregnancy Claims and provide proof of pregnancy during the relevant period and exposure to contamination from the Incident.

X. Payment of Liens/Offsets

- A. Payment of Liens. The Settlement Administrator shall be required to resolve (through payment or negotiated resolution) any applicable liens as provided at Section 6.5 of the Amended Settlement Agreement.
- B. Offsets for Other Payments. Payment of any Compensable Claims to any Claimant who is also an Unsecured Bankruptcy Spill Claimant will be reduced by the amount of compensation that Claimant has received or is determined by the Settlement Administrator to be due to receive through the Freedom Industries Bankruptcy for the same claimed loss to the extent that the Claimant's compensation through the Freedom Industries Bankruptcy is funded by either payments received into the Freedom Industries Bankruptcy through payment under this Amended Settlement Agreement or a separate settlement or judgment with an Exhibit A Plaintiff who is an Opt Out.

XI. Sources and Uses of Settlement Funds

- A. Individual Settlement Funds. Subject to Court approval, it is the intent of Class Counsel that the settlement proceeds obtained upon final approval of the class settlements in the *Good* Action with Defendant Dennis Farrell and Defendant Gary Southern ("Individual Settlement Funds") will be distributed under these Settlement Fund Distribution Protocols. The Individual Settlement Funds will be deposited in an escrow account and used by the Settlement Administrator to pay Compensable Claims by Residential Claimants under the Simple Claim Form Option consistent with the process for use of the American Water Guaranteed Settlement Fund. Class Counsel will take all reasonable and necessary actions to obtain final Court approval of these settlements and to ensure distribution of the Individual Settlement Funds through these Distribution Protocols.
- B. Simple Claim Form Option Payments. Payments of approved Simple Claim Form claims may be made only from the Available Assets for the Simple Claim Option.

- C. Order of Use of Funds. The Settlement Administrator will first access the Net Eastman Fund for the payment of Simple Claim Form claims. When the assets of the Net Eastman Fund are exhausted, then the Settlement Administrator will access the Individual Settlement Funds, if available, for the payment of Simple Claim Form claims for Residential Claimants. When the assets of the Net Eastman Fund and the Individual Settlement Funds are exhausted, then the Settlement Administrator will access the Net American Water Guaranteed Settlement Fund for the payment of Simple Claim Form claims.
- D. Check Distribution Process.
1. Following expiration of the Claims Submission Deadline, the Settlement Administrator will identify all Simple Claim Form Residential Claimants and Individual Review Residential Claimants and associated Eligible Locations and compare the names and locations for those claims against the West Virginia American Customer List to determine whether any Residential Direct Customer Users on the West Virginia American Customer List have not submitted a Claim Form. The Settlement Administrator shall prepare a list of any such Residential Direct Customer Users and determine whether valid addresses exist for such Customers.
 2. All such Residential Direct Customer Users with valid addresses are eligible to be mailed a check in the estimated amount of \$550 (the same amount paid for an Eligible Residential Location not including any additional amount for Additional Residents), subject to adjustment in accordance with these Distribution Protocols if the Available Assets for the Simple Claim Form Option are insufficient to pay all Simple Claim Form claims.
 3. In the event that there is an Early Funding Date and funds are deposited into the Escrow Accounts prior to the Effective Date in accordance with the terms of Sections 5.2 and 5.4 of the Amended Settlement Agreement, then the estimated uniform payment for each Residential Direct Customer User under this subsection shall be increased by a percentage equivalent to the percentage increase in the Available Assets for the Simple Claim Form Option due to interest accruing in the Escrow Accounts between the Early Funding Date and the date on which Check Distribution Process payments are calculated and processed.
 4. Each check mailed through the Check Distribution Process will be accompanied by directions regarding who is eligible to cash such a check and confirming that by cashing the check the Customer verifies his or her status as a Settlement Class Member.
 5. Each check mailed through the Check Distribution Process will be subject to an expiration date of 90 days from issuance, after which the check recipient shall have no right or claim to the funds associated with that

check. Any funds associated with checks mailed through the Check Distribution Process but not cashed before the applicable expiration date will be Guaranteed Payment Remainder Funds to be distributed pursuant to the terms of the Amended Settlement Agreement and the Distribution Protocols. Within 7 days of the last expiration date of any check mailed through the Check Distribution Process, the Settlement Administrator will determine the amount of funds associated with checks not cashed before their expiration dates and report to the Parties regarding the amount of such funds.

6. The funds used for payment of checks issued through the Check Distribution Process shall be drawn from the Individual Settlement Funds, if available, and the American Water Guaranteed Settlement Fund.

E. Use of American Water Settlement Funds.

1. Except as otherwise set forth in Section 5.4.3.1 of the Amended Settlement Agreement regarding the Initial Contingent Fund Contribution, no claims will be paid from the American Water Contingent Fund until the Settlement Administrator has made actual payment of funds totaling \$76 million from the American Water Guaranteed Settlement Fund, including any Guaranteed Payment Remainder Funds. For purposes of this determination, actual payment for checks mailed through the Check Distribution Process means that such checks have been cashed prior to their expiration date or that such checks have not been cashed prior to their expiration date but the funds associated with those uncashed checks have been distributed as Guaranteed Payment Remainder Funds.
2. Guaranteed Payment Remainder Funds: Except as otherwise set forth in Section 5.4.3.1 of the Amended Settlement Agreement regarding the Initial Contingent Fund Contribution, any Guaranteed Payment Remainder Funds will be used first (before any funds in the American Water Contingent Settlement Fund, but after any applicable payments for Individual Review Options claims from the Net Eastman Fund) to pay approved Individual Review Option claims, associated Administrative Expenses and Attorneys' Fees in the Individual Review Option. If the Guaranteed Payment Remainder Funds are not exhausted following payment of all Individual Review Option claims, associated Administrative Expenses and Attorneys' Fees in the Individual Review Option, then any remaining Guaranteed Payment Remainder Funds will be used to make an additional pro rata payment to all Residential Claimants who made approved Simple Claim Form claims.
3. If, after determining the total amount of Compensable Claims to be paid under the Individual Review Option, associated Administrative Expenses, and Attorneys' Fees in the Individual Review Option, the Settlement Administrator determines that any funds remaining in the Net Eastman

Fund, any Guaranteed Payment Remainder Funds, and the funds in the American Water Contingent Settlement Fund are not sufficient to pay the compensable amounts, then the Settlement Administrator shall reduce the payment amounts pro rata for all approved Individual Review Option claims as necessary given the available funds.

F. Determination of Offsets. The Settlement Administrator shall cooperate with the Plan Administrator for the Freedom Industries Bankruptcy to ascertain as early as possible the amount that any Claimant who is also an Unsecured Bankruptcy Spill Claimant has received or is due to receive that would constitute a potential offset under the provisions of Section X.B of these Distribution Protocols. Notwithstanding any other provision of the Amended Settlement Agreement or these Distribution Protocols, payment of Compensable Claims under this Amended Settlement Agreement for a Claimant who is also an Unsecured Bankruptcy Spill Claimant will not be made until the final amount of Guaranteed Remainder Payment Funds, including checks from the Check Distribution Process that are not cashed before the applicable expiration date, is determined. If at that time the Settlement Administrator is unable to determine the amount of any potential offset, no offset shall be taken and the Compensable Claims shall be paid.

G. Limitations on Use of Eastman Fund.

1. The Eastman Fund may be used to pay only:
 - (i) Simple Claim Form claims that sign the attestation of Property Damage;
 - (ii) Individual Review Option claims that demonstrate Property Damage or Physical Injury to the extent that the loss arose from such Property Damage or Physical Injury; and
 - (iii) Eastman Attorneys' Fees and Litigation Costs, and Eastman Administrative Expenses as approved by the Court.
2. The Eastman Fund may not be used to pay any of the following:
 - (i) Check Distribution Process payments;
 - (ii) Non-Resident Wage Earner and Resident Wage Earner Claims;
 - (iii) Any Simple Claim Form claim that does not contain a signed attestation of Property Damage. (A Claim Form that is not signed will not be Compensable from any fund.);
 - (iv) Any Individual Review Option claim that does not demonstrate Property Damage or Physical Injury; and

(v) Pregnancy Claims.

EXHIBIT 4

[HARD COPY VERSION] SIMPLE CLAIM FORM FOR RESIDENTIAL HOUSEHOLD WATER USER

Water Contamination Settlement

You should complete this form if:

- The Household (“address”) you lived in was provided tap water service from West Virginia American Water’s Kanawha Valley Water Treatment Plant **on January 9, 2014, AND**
- You are requesting a simple claim payment on behalf of all Household Residents as explained below. The Simple Claim Payment Option is explained in the Notice and in the FAQs.
- If the recoverable household damages you can prove you suffered are higher than the amount you can receive through filing this Simple Claim Form, you may want to file an Individual Review Claim Form for Residential Household Water Users (rather than this Simple Claim Form). The Individual Review Claim Form is available at www.wvwaterclaims.com.

Example: The Simple Claim Payment Option is estimated to pay \$550 for the household including one person and \$180 for each additional person in your household. Under this example, if you have five people in your household you could get a payment of \$1,270 (\$550 + (4 x \$180)). If, however, you could document damages more than this amount, you may want to complete and return the Individual Review Claim Form instead.

- If you have questions on which claim form you should file, contact the Settlement Administrator for assistance by calling 1-855-829-8121 or submit a question at www.wvwaterclaims.com.

COMPLETING THIS FORM

Only one Claim Form for Household damages may be submitted for each Eligible Residential Location (in other words, only one Claim Form per “address”). Individual Household Residents cannot submit separate claim forms for the Household. This form covers the claims of all members of the Household for Property Damage and interruption in water service. However, individual residents may also submit Individual Review Claim Forms for Medical Claims (including Contemporaneous Medical Claims,, Other Medical Claims or Water Interruption Medical Claims) or Pregnancy Related Claims or Wage Earner Claims. Those Individual Review Claim Forms are available at www.wvwaterclaims.com.

You may complete and submit this Claim Form online through the process described at www.wvwaterclaims.com, or by mail. This Claim Form must be submitted or postmarked no later than **Month 00, 2017**. Mail the Claim Form to:

WV Water Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

READ THE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM. THE INSTRUCTIONS CONTAIN IMPORTANT INFORMATION.

WHAT HAPPENS AFTER I SUBMIT THIS CLAIM FORM

- For detailed information, go to www.wvwaterclaims.com.
- Your Claim will be reviewed and verified by the Settlement Administrator. The Settlement Administrator is appointed by the Court and is responsible for carrying out all the functions necessary to review the claims promptly and fairly. The Settlement Administrator is responsible for confirming the eligibility of all claims and for auditing claim submissions as necessary.
- If your Household is an Eligible Residential Location (and you submit this Simple Claim Form for Residential Household Claims), you will receive a payment for your Household plus an additional amount for each Additional Resident. The payment amounts will be determined after all Claims have been submitted and reviewed by the Settlement Administrator. The parties have estimated that the Household could receive \$550, plus an additional \$180 for each Additional Resident.
- Under the terms of the Settlement, you are giving up any claims you have against the Defendants. That means you cannot receive a settlement payment and also file a lawsuit or other claim against the Defendants. The Settlement also releases any personal injury claims you may have, now or in the future. This means you cannot sue Defendants for any future personal injuries you claim may be related to the Freedom Chemical Spill.
- When will I receive payment? The Settlement Administrator will be able to distribute payments after the Court issues a final approval order – that is, an order approving the Settlement that has become final, including any appeals - and after the Settlement Administrator receives and reviews all the claims. If the parties all agree and

can demonstrate to the Court that any appeals do not affect payments to Class Members, the Court may decide to allow payments to some Class Members while the appeals are pending. The Court has scheduled a final approval hearing on Month 00, 2017.

RESIDENTIAL HOUSEHOLD CLAIM FORM

Part 1. Identification of Residence Address as of January 9, 2014 (All Claimants Must Complete)	
Residence Street Address as of 01/09/2014:	Make corrections as necessary:
<<Address Line 1>>	
<<Address Line 2>>	
<<City>> <<State>> <<Zip Code>>	

Part 2. Identification of Resident Completing this Form (All Claimants Must Complete)	
Identification Information for Resident Completing this Form:	Make corrections as necessary:
Name of Resident: <<Name>>	
Current Mailing Address to which all future correspondence should be sent: <<Address Line 1>> <<Address Line 2>> <<City>> <<State>> <<Zip Code>>	
Date of Birth <<mm/dd/yyyy>>	
Last four digits of the Social Security Number: <<SSN4>>	
Current Telephone Number: <<Telephone>>	
Current Email Address: <<Email address>>	

Part 3. Identification of Additional Residents on January 9, 2014 (Complete if More than One Resident lived in the Household on January 9, 2014)			
The following individuals (other than the Resident completing this Form) were living as part of the Household at the Residence Address listed in Part 1 above on January 9, 2014.			
Name	Last Four Digits of Social Security Number	Relationship to You (Spouse, Child, Parent, Roommate, etc.)	Current Address (if known)

(Attach additional sheets if necessary)

Did you or any Additional Residents on January 9, 2014 receive water bills directly from West Virginia American Water for water service from the Kanawha Valley Water Treatment Plant?
--

Yes <input type="checkbox"/>	Continue to Part 5 (Verification)
No <input type="checkbox"/>	Continue to Part 4

Part 4. Renters and Condo Owners (Non Customers) ONLY

If you or any Additional Resident leased or rented the residence identified in Part 1 on January 9, 2014, **AND** did not receive water bills directly from West Virginia American for that residence, please provide the following information for the owner or landlord of the residence on January 9, 2014:

Owner/Landlord/Condo Name:	Address:	Telephone Number:

Documentation: Please attach a copy of a document (utility bill, lease or rental agreement, a check stub from January 2014, a sworn statement from someone who does not live with you, **or** other similar document) that shows you lived at this residence during the period including January 9, 2014.

Part 5. Verification (All Claimants Must Complete)

I confirm under penalty of perjury that the information provided above is true and correct, and that:

- (a) I am authorized to make this Claim on behalf of myself and the Additional Residents listed above; and,
- (b) I understand that there can be only one Residential Claim Form per Household and myself and to the best of my knowledge all Additional Residents listed above have not filed separate Residential Claim Forms for this Location; and,
- (c) I further attest and confirm that my Residence suffered Property Damage as a result of the Freedom Chemical Spill. Property Damage means physical damage to or destruction of tangible property resulting from the Freedom Chemical Spill. Property Damage includes the presence of chemical or chemical residue in the water system (pipes and other components) from the Freedom Chemical Spill that required cleaning and flushing the water system to remove such residue and/or that certain components of the water system had to be cleaned or replaced as recommended in the instructions provided by West Virginia American Water.

Date:	Signature:
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If you are a legal representative completing this form on behalf of an incapacitated or deceased Claimant, you must complete the following:

Name of Legal Representative:	Legal Representative Address:	Telephone Number:	Email Address:

Please attach documentation that you have been duly appointed as legal representative for the Claimant on whose behalf you are submitting this claim form and are authorized to submit this Claim Form on Claimant's behalf.

SIMPLE CLAIM FORM FOR RESIDENTIAL HOUSEHOLD WATER USER

Instructions

Please read this entire Claim Form and the Instructions carefully before you complete the Claim Form. Type or print legibly all information in blue or black ink. Capitalized terms are defined in the Amended Settlement Agreement and also discussed in the detailed notice available at www.wvwaterclaims.com.

Answer all applicable questions and provide all information and documents asked for on the Claim Form. **INCOMPLETE CLAIM FORMS WILL NOT BE PROCESSED UNTIL COMPLETED.**

Make a copy of your completed Claim Form for your records. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this Claim should be clear, legible and complete.

Parts 1 and 2

If this section has been "prefilled" it contains information on your address as of January 9, 2014 provided by West Virginia American Water. If any information is incorrect or incomplete, please provide correct information in the space provided. If the prefilled information does not contain the address of the residential location (for example, if the bill was sent to a different address) you must provide the address of the residential location that received tap water from West Virginia American Water. If the section was not "prefilled," please provide your address as of January 9, 2014 in Part 1 of the form and your current address in Part 2.

Part 3

Please provide information for ALL individuals (other than you) living at the address for which you are filling out this Claim Form as of January 9, 2014, even if they are no longer residing at that address. Do not provide information for people who are living at that address now, but were not living there as of January 9, 2014. If you do not know all of the information requested, please provide as much information as possible. Please do not provide nick-names or shortened names. Provide the full name of each person. If the Settlement Administrator is not able to identify a Resident, the Settlement Administrator might not be able to provide the extra compensation for that Additional Resident.

Part 4 (Non-Customers Only)

You must complete this section if your household did not receive water bills from West Virginia American as of January 9, 2014. For example, if you were renting an apartment and the building owner/landlord paid the water bill for the entire building, then you are not a Residential Direct Customer User and you must complete this section. If someone you were living with in the household received the water bill directly from West Virginia American, then a Resident in your household is a Residential Direct Customer User and you do not need to complete this section.

To be eligible to receive payment pursuant to Part 4 of this Claim Form, you must submit reliable documents that show that you resided at the address in Part 1 as of January 9, 2014.

Examples of the types of documents that you may submit include:

- a. A utility bill addressed to you at the Eligible Residential Location (the residence identified in Part 1);
- b. A lease or rental agreement for the Eligible Residential Location showing your status as a tenant at that location as of January 9, 2014;
- c. A check image from January 2014 showing your address and rent paid for the Eligible Residential Location;
- d. A completed Sworn Statement of Residency Form signed by someone who does not live with you attesting to your residence at the Eligible Residential Location as of January 9, 2014 (The Sworn Statement of Residency Form can be obtained at www.wvwaterclaims.com or by contacting the Settlement Administrator); or
- e. Other document that shows you lived at the Eligible Residential Location during the period including January 9, 2014.

Part 5

You **MUST** sign the verification. Without a signed verification, your claim will **NOT** be processed.

[HARD COPY VERSION] SIMPLE CLAIM FORM FOR BUSINESSES, NON-PROFIT OR GOVERNMENTAL ENTITIES

Water Contamination Settlement

You should complete this form if:

- Your Business (which includes commercial business, not for profit entity or governmental entity) operated in a property provided tap water service from West Virginia American Water's Kanawha Valley Water Treatment Plant ("KVTP") on **January 9, 2014, AND**
- You are requesting a simple claim payment for your Business. The Simple Claim Payment Option is explained in the Notice and in the FAQs.
- The estimated amounts recoverable by completing this Simple Claim Form are set forth in the chart below. You may want to file an Individual Review Claim Form (rather than this Simple Claim Form) if the damages you can prove you suffered are higher than the amount you may receive through filing this Simple Claim Form.
- If you have questions on which claim form you should file, contact the Settlement Administrator for assistance by calling 1-855-829-8121 or submit a question at www.wvwaterclaims.com.

COMPLETING THIS FORM

If you complete this form and request a simple claim payment, your Business may not seek any other type of recovery under this Settlement. Only one Claim Form may be submitted per business property location. If your Business operated at multiple locations within the KVTP service area, you should submit a Claim Form for each separate Eligible Business Location. If you operated your business from a Residential Location, you may submit only one Claim Form – either a Business Form or a Residential Form but not both. If more than one independent Business operated at the same property location, each Business may submit a separate Claim Form. Please see the Instructions for more information.

You may complete and submit this form online through the process described at www.wvwaterclaims.com, or by mail. The Claim Form must be submitted or postmarked no later than **Month 00, 2017**.

Mail the Claim Form to:

WV Water Settlement Administrator
P.O. Box 4227
Charleston, WV 25364

READ THE INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM. THE INSTRUCTIONS CONTAIN IMPORTANT DEFINITIONS AND INFORMATION.

WHAT HAPPENS AFTER I SUBMIT THIS CLAIM FORM

- For detailed information, go to www.wvwaterclaims.com.
- If your Business operated at an Eligible Business Location and you submit this Simple Claim Form for Business Claims, you will receive a payment based on the nature and status of your Business as of January 9, 2014, as well as its 2013 Annual Revenue or Substitute Revenue Data. The payment amounts will be determined after all Claims have been submitted and reviewed by the Settlement Administrator. The parties have estimated that Businesses that submit the Simple Claim Form may receive:

	Estimated Uniform Payment		
Businesses Directed to Shut Down or Partially Shut Down*		<u>Annual Revenue up to and including \$1 Million</u>	<u>Annual Revenue More Than \$1 Million</u>
		\$1,875 plus 4% of annual revenue	\$41,875
Lodging Businesses	<u>Annual Revenue up to and including \$156,250</u>	<u>Annual Revenue over \$156,250 and up to and including \$2 Million</u>	<u>Annual Revenue More Than \$2 Million</u>
	\$5,000	3..2% of annual revenue	\$64,000
Other Eligible Business Locations	\$1,875		

* The terms "Shut Down" and "Partially Shut Down" are defined in the Instructions.

- Under the terms of the Settlement, you are giving up any claims you have against the Defendants arising out of or related to the Incident. That means you cannot receive a settlement payment and also file a lawsuit or other claim against the Defendants arising out of or related to the Incident.
- When will I receive payment? The Settlement Administrator will be able to distribute payments after the Court issues a final approval order, including any appeals – that is, an order approving the Settlement that has become final - and after the Settlement Administrator receives and reviews all the claims. If the parties all agree and can demonstrate to the Court that any appeals do not affect payments to Class Members, the Court may decide to allow payments to some Class Members while the appeals are pending. The Court has scheduled a final approval hearing on Month 00, 2017.

BUSINESS CLAIM FORM

Part 1. Identification of Business Claimant (All Claimants Must Complete)	
Information for Business:	Make corrections as necessary:
Name and title of Authorized Person completing this form on behalf of the Business:	
Business Name: <<Name>> (If your business is commonly known by another name, please provide both the legal name and the business's common name)	
Business Type: (Corporation, Partnership, LLC, Sole Proprietorship, etc.) <<BsType>>	
Tax Identification Number: <<EIN>>	

Location (address) of Business on January 9, 2014:	
<<Address Line 1>>	
<<Address Line 2>>	
<<City>> <<State>> <<Zip Code>>	
Current address of Authorized Person to whom future correspondence should be sent:	
Name	
<<Address Line 1>>	
<<Address Line 2>>	
<<City>> <<State>> <<Zip Code>>	
Email:	
Nature of and description of business activity conducted at this location as of January 9, 2014	
Current Telephone Number of Authorized Person:	
<<Telephone>>	

Part 2. Information about Business Status and Revenue (All Claimants Must Complete)		
The amount of the payment your Business may be eligible to receive from the Settlement depends on the nature and status of your Business as of January 9, 2014. Please answer the following questions.		
1. Was this Business a non-profit entity as of January 9, 2014? <i>If No, proceed to question 2. If yes, proceed to question 8.</i>	Yes	No
2. Was this Business a Governmental Entity as of January 9, 2014? <i>If No, proceed to question 3. If yes, proceed to Part 3 (Verification).</i>	Yes	No
3. Was this Business required to Shut Down by regulation or by a governmental agency at any time during the Do Not Use Period as a result of the Freedom Chemical Spill? <i>If No, proceed to question 4. If Yes, proceed to question 5.</i>	Yes	No
4. Was this Business required to Partially Shut Down by regulation or by a governmental agency at any time during the Do Not Use Period as a result of the Freedom Chemical Spill? <i>If No, proceed to question 6. If Yes, proceed to question 5.</i>	Yes	No
5. If Yes to either 3 or 4 and your Business is not a Lodging Business please place an "X" next to the dollar range that accurately describes the Annual Revenue in 2013 for the Business (or, in the case of businesses that had a Partial Shut Down, the Annual Revenue for the portion of the Business that was Shut Down): <i>Documentation: You must submit business documents or other Substitute Revenue Data that show the Annual Revenue in 2013 for the Business or portion of the Business that was Shut Down. If you do not submit Annual Revenue documentation, you will receive compensation at the lowest tier. If requested by the Claims Administrator, you must submit documents demonstrating that the Business was Shut Down or Partially Shut Down.</i> <i>If your Business is a Lodging Business, proceed to question 7. Otherwise, proceed to Part 3.</i>	Up to and including \$1 million	
	Over \$1 million	
6. Was this Business a Lodging Business as of January 9, 2014? <i>If No, proceed to question 7.</i>	Yes	No
<i>If "Yes" please place an "X" next to the dollar range that accurately describes the Annual Revenue for the Business location during 2013:</i>		Up to and including \$156,250

<p><i>Documentation: You must submit business documents or other Substitute Revenue Data that show the Annual Revenue for the Business location during 2013. If you do not submit Annual Revenue documentation, you will receive compensation at the lowest tier. If requested by the Claims Administrator, you must submit documents confirming that your Business was a Lodging Business.</i></p> <p><i>Proceed to Part 3.</i></p>	Over \$156,250 and up to and including \$2,000,000				
	Over \$2,000,000				
<p>7. This Business was a Commercial Business that was not Shut Down or Partially Shut Down.</p> <p><i>Proceed to question 8.</i></p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Yes	No		
Yes	No				
<p>8. Was the Business operated in a Residential Location?</p>	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Yes	No		
Yes	No				
<p><i>Proceed to Part 3 (Verification).</i></p>					

Part 3. Verification

By signing this Claim Form, I confirm under penalty of perjury that the information provided above is true and correct, and that:

- (a) I am authorized to make this Claim on behalf of the Business listed above; and,
- (b) I understand that there can be only one Claim Form per Business Location and to the best of my knowledge no one else has filed a separate Business Claim Form for this specific Business Location and no one has filed a Residential Claim Form for the specific Business Location; and,
- (c) I further attest and confirm that the Business suffered Property Damage as a result of the Freedom Chemical Spill. Property Damage means physical damage to or destruction of tangible property resulting from the Freedom Chemical Spill. Property Damage includes the presence of chemical or chemical residue in the water system (pipes and other components) from the Freedom Chemical Spill that required cleaning and flushing the water system to remove such residue and/or that certain components of the water system had to be cleaned or replaced as recommended in the instructions provided by West Virginia American Water.

Date:	Signature of Duly Authorized Representative:
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If you are a legal representative completing this form on behalf of a Business, you must complete the following:

Name of Legal Representative:	Legal Representative Address:	Telephone Number:	Email Address:

Please attach documentation that you have been duly appointed as legal representative for the Claimant on whose behalf you are submitting this claim form and are authorized to submit this Claim Form on Claimant's behalf.

SIMPLE CLAIM FORM FOR BUSINESSES, NON-PROFIT OR GOVERNMENTAL ENTITIES

Instructions

Please read the entire Claim Form and the Instructions carefully before you complete the form. Type or print legibly in blue or black ink. Capitalized terms are defined in the Amended Settlement Agreement and also discussed in the detailed notice available at www.wvwaterclaims.com.

Answer all applicable questions and provide all information and documents asked for on the Claim Form. **INCOMPLETE CLAIM FORMS WILL NOT BE PROCESSED UNTIL COMPLETED.**

Make a copy of your completed Claim Form for your records. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this claim should be clear, legible and complete.

Your Claim will be reviewed and verified by the Settlement Administrator. The Settlement Administrator is appointed by the Court and is responsible for carrying out all the functions necessary to review the claims promptly and fairly. The Settlement Administrator is responsible for confirming the eligibility of all claims and for auditing claim submissions as necessary. The Settlement Administrator may contact you for additional information about your Claim.

If your Business operated at multiple locations within the KVTP service area, you should submit a Claim Form for each separate Eligible Business Location.

The term "Shut Down" means that the Business was (i) conducted at a location where the Business making the Business Claim possessed a West Virginia Business Registration Certificate for the location that is the subject of the Business Claim and (ii) with respect to that location, was subject to a regulation requiring it to cease operations, or to a direct order or instruction from a regulatory agency to cease the operations regulated by that regulatory agency, during the Do Not Use Period as a result of the Incident. A separate Business that operates at the same location as another Business and meets the definition of Shut Down is considered to have been Shut Down even if other separate Businesses operating in the same location were not Shut Down; however, an individual who leases space from a Business that was Shut Down but who does not have any ownership interest in the Business that was Shut Down does not meet the definition of Shut Down. A voluntary decision to cease or reduce operations does not meet the definition of "Shut Down" under this Settlement Agreement.

The term "Partially Shut Down" or "Partial Shut Down" means a Business that was Shut Down only with respect to certain activities conducted by the Business while other business activities continued (e.g., food service operations within a larger retail store). A separate Business that operates at the same location as another Business and meets the definition of Shut Down is considered to be Shut Down and not Partially Shut Down even if other separate Businesses operating in the same location were not Shut Down.

Part 1

The Business is eligible to receive payment only if the Business was operated at an Eligible Business Location.

If this section is "prefilled" it contains information on your business as of January 9, 2014 provided by West Virginia American Water. If any information is incorrect or incomplete, please provide correct information in the space provided. If the prefilled address is a billing address and not the actual location of the business on January 9, 2014, you must enter the address of the business location as of January 9, 2014.

If the section is not prefilled, please provide the street address of the business location as of January 9, 2014 and the current contact address in the designated spaces.

Part 2

Please answer all applicable questions. If your Business was Shut Down or Partially Shut Down please provide documents showing the annual revenue of the Business as described below. If your Business was a Lodging Business, please provide documentation demonstrating that it was a Lodging Business and showing the annual revenue as described below.

The amount of the Simple Claim payment a Commercial Business may receive depends on whether the Business was Shut Down or Partially Shut Down or was a Lodging Business and the annual revenue of the Business. If your Business was not Shut Down or Partially Shut Down or a Lodging Business you will be eligible only for the lowest tier payment. If

your Business was Shut Down or Partially Shut Down or was a Lodging Business and you do not provide annual revenue information for your category of Business, you will be eligible for the payment amount applicable to the lowest annual revenue level for your category of Business.

Please note that to be eligible for a payment for a Business that was Shut Down or Partially Shut Down, the Business must have a West Virginia Business Registration Certificate. In addition, an individual person who leases space from and does not have an ownership interest in a Business that was Shut Down or Partially Shut Down is not eligible to make a claim for Shut Down or Partial Shut Down.

How to Demonstrate Annual Revenue: You must submit reliable documentation of your annual sales revenue for 2013. If your Business was Shut Down then submit documentation for the entire Business. If your Business was Partially Shut Down, submit documentation for the portion of the Business that was Partially Shut Down. Reliable documentation means documents that are created in the ordinary course of your Business operation and that accurately reflect your sales in 2013. Such documents may include your internal financial statements or tax filings. If your 2013 sales data is for a partial year, please provide an explanation and provide additional sales data for 2015. You may contact the Settlement Administrator if you need clarification or if you have alternative revenue data that you would like to submit.

Part 3

You MUST sign the verification. Without a signed verification, your claim will NOT be processed.

EXHIBIT 5

EXHIBIT 5

LIST OF “EXHIBIT A PLAINTIFFS”

Kanawha County Circuit Court Cases (MLP)

- 16-c-33- Deborah Green v. Eastman Chemical, et al. (Sutter & Forbes)
- 14-c-76- Melissa Jean Medley v. Eastman Chemical, et al. (Sutter & Forbes)
- 14-c-66- J.E. and J.K. on behalf of their minor child v. Eastman Chemical, et al. (Sutter & Forbes)
- 16-c-34- Racing Corporation of WV v. Eastman Chemical, et al. (Bailey & Glasser)
- 14-c-64- Heidi Roub v. Eastman Chemical, et al. (Sutter & Forbes)
- 14-c-73- Mark Strickland v. Eastman Chemical, et al. (Sutter & Forbes)
- 14-c-46- E.J. & K. Enterprises and South Hills Market and Cafe', LLC v. Eastman Chemical, et al. (Sutter & Mani, Ellis & Layne)
- 16-c-264- Cecilia Sanson v. Eastman Chemical, et al.) (remanded) (Masters)
- 2:16-cv-01531- City of Charleston v. Eastman Chemical, et al.) (McGinley & Forbes)
- 16-c-1425- Joshua L. Carey and Holly Carey v. Eastman Chemical, et al. (Majestro, Bailey & Glasser, Masters)
- 16-c-1426- Towne 'N Country Lanes corporation v. Eastman Chemical, et al. (Majestro, Bailey & Glasser, Masters)
- 16-c-1423- Rex A. Adkins and Sharon Adkins v. Eastman Chemical, et al. (Majestro, Bailey & Glasser, Masters)
- 16-c-1424- FUJI LLC d/b/a Fuji's Sushi & Teriyaki and Fuji Reef Shop & Saltwater Pet Shop v. Eastman Chemical, et al. (Majestro, Bailey & Glasser, Masters)

Federal Court Cases

- 2:16-cv-01775- Robert Johns/Freedom Industries, Inc. v. Eastman Chemical, et al. (Motion to dismiss filed 3/1/16. Eastman's Reply to Plfs' Response in Opposition filed on 5/31/16. No scheduling Order entered)
- 2-16-cv-00184- WV Hospitality & Travel Association, Inc. v. Eastman Chemical, et al.
- 2-16-cv-01606- Robert Perez v. Eastman Chemical, et al. (NO SERVICE TO DATE)

Class Representatives in Crystal Good et al. v. West Virginia-American Water Company

Crystal Good

Melissa Johnson

Mary Lacy

Joan Green

Summer Johnson

Wendy Renee Ruiz

Kimberly Ogier

Roy J. McNeal

Georgia Hamra

Maddie Fields

Brenda Baisden d/b/a Friendly Faces Daycare

Aladdin Restaurant, Inc.

R.G. Gunnoe Farms LLC

Dunbar Plaza, Inc., d/b/a Dunbar Plaza Hotel

EXHIBIT 6

2014 costs relating to Chemical Spill by month

Line	Cost Element	NARUC Account	Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Expenses Removed	Adjustment No.	Ordinary expenses	
1	50100000	601.8	Labor Natural Account	\$81,968	\$186,192	\$123,984	\$81,848	\$25,304	\$25,315	\$22,865	\$18,117					\$565,594	\$0		\$565,594 (2)	
2	50110000	601.3	Labor Non-scheduled Overtime - Natural Account	98,956	71,186	46,584	7,034		1,924		903					226,188	(225,686)	23	502 (2)	
3	50120000	601.8	Labor Overtime - Natural Account	2,499	5,521	5,153	2,385									15,558	0		15,558 (2)	
4	50421000	604.8	401k Expense	3,059	5,100	3,386	2,550	971	1,005	864	984				17,960	0		17,960 (3)		
5	50422000	604.8	Defined Compensation Plan Expense	2,224	5,063	4,152	3,297	1,197	1,195	1,061	804				18,892	0		18,892 (3)		
6	50426000	604.8	Retiree Medical Expense	70	148	144	71								433	0		433 (3)		
7	50457000	604.8	Training	426	104										530	(530)	23	93,269 (3)		
8	50550000	604.8	Group Insurance Expense	17,748	33,198	21,757	12,439	2,095	2,437	1,910	1,686				93,269	0		0		
9	51110000	675.3	Waste Disposal	23,520	63,753	89,389	29,787	23,648	18,430	3,438	(686)		(3,733)		247,545	(247,545)	23	0		
10	52000000	620.3	M & S (O&M) - Natural Account	37,282	27,017	116	747	1,773	6,217				79		53,231	(53,231)	23	0		
11	52500000	675.8	Misc Exp (O&M) - Natural Acct	25,562	85,661	2,993	12,096	33	45				13		126,403	(126,402)	23	1		
12	52512500	675.8	Books & Publications			441									441	(441)	23	0		
13	52514903	675.8	Customer Education Communication - Issue	5,554	31,743	6,466	5,300		100						49,163	(49,163)	23	0		
14	52514905	675.8	Customer Education Communication - Print			11,985									11,985	(11,985)	23	0		
15	52514906	675.8	Customer Education - Bill Inserts			4,036	724								4,760	(4,760)	23	0		
16	52514907	675.8	Customer Education - Press Releases	1,439	455										1,894	(1,894)	23	0		
17	52514909	675.8	Customer Education - Video & Photo		371			1,750	1,065						371	(371)	23	0		
18	52515001	675.8	Community Relations - Specialty												2,815	(2,815)	23	0		
19	52534000	675.8	Employee Expenses	7,482	1,916	26,208	1,454	27				52	135		37,378	(37,378)	23	0		
20	52535000	675.8	Meals Deductible	24,782	7,130	1,171	935			113			2,157		36,337	(36,337)	23	0		
21	52550000	675.3	Janitorial - Natural Account			958									1,330	(1,330)	23	0		
22	52554500	675.3	Lab Supplies																	
23	52556000	675.3	Lobbying Expenses	3,291	69				(390)							791,107	(791,107)	23	0	
24	52562000	675.3	Office & Admin Supplies - Natural Account	47	58											32,000	(32,000)	45	0	
25	52562500	675.3	Overnight Shipping - Natural Account													3,360	(3,360)	23	0	
26	52566000	675.8	Postage - Natural Account		34,150	1,468									104	(104)	23	0		
27	52582000	675.3	Uniforms - Natural Account	5,251	3,557	576									35,619	(35,619)	23	0		
28	53110000	631.3	Contract Svc-Eng - Natural Account												5,827	0		5,827 (4)		
29	53150000	636.8	Contract Svc-Other - Natural Account	218,018	403,755	383,598	181,054	115,880	78,633	20,126	(7,158)	16,238	(687)		3,557	(3,557)	23	0		
30	53151000	636.8	Contract Svc-Temp Empl - Natural Account	0	9,987										1,409,456	(1,409,456)	23	0		
31	53155000	633.8	Contract Services - Legal	158,204	8,960	31,952	350,456	55,608	62,549	82,645	179,545	2,571	247,141	0	9,987	(9,987)	23	0		
32	55000000	650.8	Transportation (O&M) - Natural Account		71			20								1,245,514	(1,245,514)	23	0	
33	55010200	650.8	Transportation Lease Fuel	75											90	(90)	23	0		
34	68532000	408.1	FUTA	769	155										75	(75)	23	0		
35	68533000	408.1	FICA	13,760	19,814	13,134	6,913	1,393	1,381	1,068	743				925	0		925 (5)		
36	68535000	408.1	SUTA	2,653	2,118	71		0	2		15				58,205	0		58,205 (5)		
37	Subtotal			\$749,111	\$1,298,886	\$879,167	\$822,114	\$308,507	\$286,321	\$167,403	\$211,588	\$15,027	\$271,265	\$9,139	\$74,238	\$5,092,765	(\$4,310,737)		\$782,028	
38																				
39																				
40																				

Statement G, Adjustment 23 (CAD 1-E-014_Attachment 1 line 31) \$4,298,737
Variance \$12,000 (1)

(1) \$12,000 of Lobbying expenses was tracked as a spill cost, however the cost was removed, in Statement G Adj 45, as part of the 2014 non-recoverable costs which included the removal of all lobbying expenses.
 (2) The sum of these expenses equals \$581,653, see CAD 1-E-014_Attachment 1 line 43
 (3) The sum of these expenses equals \$130,554, see CAD 1-E-014_Attachment 1 line 43
 (4) See CAD 1-E-014_Attachment 1 line 42
 (5) The sum of these expenses equals \$63,989, see CAD 1-E-014_Attachment 1 line 44

EXHIBIT 7

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA

CRYSTAL GOOD, et al.,

Plaintiffs,

v.

WEST VIRGINIA-AMERICAN WATER
COMPANY, et al.,

Defendants.

Civil Action No. 2:14-CV-1374

Honorable John T. Copenhaver, Jr.

Consolidated with:

Case No. 2:14-11011

Case No. 2:14-13164

Case No. 2:14-13454

**REVISED DECLARATION OF SHANNON R. WHEATMAN, Ph.D. ON ADEQUACY
OF THE NOTICE PROGRAM**

I, Shannon R. Wheatman, being duly sworn, hereby declare as follows:

1. I am president of Kinsella Media, LLC (“KM”), a nationally recognized advertising and legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach unidentified putative class members, primarily in consumer and antitrust class actions, and claimants in bankruptcy and mass tort litigation.

2. This revised declaration will describe my experience in designing and implementing notices and notice plans, as well as my credentials to opine on the overall adequacy of the notice effort. It will also describe the Notices and the Notice Program proposed here for *Good v. West Virginia-American Water Company*, including how they were developed and why I believe they will be effective.

3. This revised declaration is based upon my personal knowledge and upon information provided by Settlement Class Counsel, Defense Counsel, and my associates and staff. The information is of a type reasonably relied upon in the fields of advertising, media, and communications.

4. KM was retained to design and implement the Notice Program in this litigation. Although each case is unique, the methods and tools used in developing the Notice Program for the Settlement have been employed in many other court-approved notice programs. This Notice Program is consistent with notice programs KM designed and implemented in other class actions, all of which have received court approval. I submit this revised declaration to describe the elements of the Notice Program.

RELEVANT EXPERIENCE

5. KM has developed and directed some of the largest and most complex national notification programs in the country. The scope of the firm's work includes national and international notification programs in bankruptcy, antitrust, consumer fraud, mass tort, and product liability litigation. The firm has developed or consulted on over 1,000 notification programs and has placed over \$400 million in media notice.

6. KM develops advertisements, press releases, and other notice materials that inform claimants of their legal rights and obligations in a clear and simple manner. The firm ensures all notice materials are written in plain language. KM also employs industry-recognized tools of media measurement to maximize the reach and frequency of notice among claimants.

7. I have served as a qualified class action notice expert in many major class actions. State and federal courts have accepted my analyses and expert testimony on whether information is effectively communicated to people. My curriculum vitae is attached as **Exhibit 1**.

8. I have testified in court as an expert in *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.); *State v. Farmers Group Inc.*, No. D-1-GV-02-002501 (D. Ct. Tex., Travis County); *Scharfstein v. BP West Coast Products, LLC*, No. 1112-17046 (Cir. Ct. Ore.); *Spillman v. RPM Pizza, Inc.*, No. 10-349 (M.D. La.); *PRC Holdings, LLC v. East Resources, Inc.*, No. 06-C-81 (Cir. Ct. W. Va.); *Guidry v. American Public Life Ins. Co.*, No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish); *Webb v. Liberty Mutual Ins. Co.*, No. CV-2007-418-3 (Cir. Ct. Ark); and *Beasley v. The Reliable Life Insurance Co.*, No. CV-2005-58-1 (Cir. Ct. Ark). I have been deposed as an expert in *Hale*

v. *CNX Gas Company, LLC*, No. 10-CV-59 (W.D. Va.) and *Thomas v. A. Wilbert Sons, LLC*, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).

9. I have been involved in some of the largest and most complex national notification programs in the country, including: *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.); *Precision Associates, Inc. v. Panalpina World Transport*, No. 08-CV-00042 (E.D.N.Y.) (involving hundreds of thousands of international freight forwarding purchasers); *In re Transpacific Passenger Air Transportation Antitrust Litigation*, MDL No. 1913 (N.D. Cal.) (involving millions of international airline passengers); *In re Dynamic Random Memory Antitrust Litig.*, MDL No. 1486 (N.D. Cal.) (involving tens of millions of consumers); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, MDL No. 1827 (N.D. Cal.) (involving millions of indirect purchasers); *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, MDL No. 2179 (E.D. La.); *In re Target Corp. Customer Data Security Breach Litig.*, MDL No. 14-2522 (D. Minn.) (data breach); *In re Sony Gaming Networks & Customer Data Security Breach Litig.*, No. 11-MD-2258 (S.D. Cal.) (data breach); *Fogel v. Farmers Group, Inc.*, No. BC300142 (Cal. Super. Ct., LA County) (\$455 million settlement involving tens of millions of insureds); *In re Katrina Canal Breaches Consolidated Litig.*, No. 05-4182 (E.D. La.) (settlement obtained for Hurricane Katrina and Rita survivors); and many others.

10. Courts have admitted my expert testimony on quantitative and qualitative evaluations of the effectiveness of notice programs, and several courts have commented favorably, on the record, regarding the effectiveness of notice plans I have done. Selected judicial comments are included in the attached curriculum vitae.

11. My qualifications include expertise in the form and content of notice. For example, while serving with the Federal Judicial Center ("FJC"), I played an integral part in the development of the illustrative, "model" forms of notice designed to satisfy the plain language requirements of Federal Rule of Civil Procedure 23(c)(2). This research formed the basis for my doctoral dissertation, *The Effects of Plain Language Drafting on Layperson's Comprehension of*

Class Action Notices (2001) (Ph.D. dissertation, University of Georgia). To assist judges and attorneys, both in state and federal courts, the FJC posted the notices at www.fjc.gov.

12. I have authored and co-authored articles on notice and due process. I believe notice and due process depend upon clear communication with the people affected. *See, e.g.*, Shannon R. Wheatman & Katherine M. Kinsella, *International Class Action Notice*, in *WORLD CLASS ACTION: A GUIDE TO GROUP AND REPRESENTATIVE CLASS ACTIONS AROUND THE GLOBE* 673-686 (Paul Karlsgodt ed., 2012); Katherine Kinsella & Shannon Wheatman, *Class Notice and Claims Administration*, in *PRIVATE ENFORCEMENT OF ANTITRUST LAW IN THE UNITED STATES: A HANDBOOK* 338-348 (Albert A. Foer & Randy M. Stutz eds., 2012); Shannon R. Wheatman & Terri R. LeClercq, *Majority of Class Action Publication Notices Fail to Satisfy Rule 23 Requirements*, 30 *REV. LITIG.* 53 (2011); Katherine Kinsella & Shannon R. Wheatman, *Class Notice and Claims Administration*, in *THE INTERNATIONAL PRIVATE ENFORCEMENT OF COMPETITION LAW* 264–274 (Albert A. Foer & Jonathan W. Cuneo eds., 2010); Todd B. Hilsee, Shannon R. Wheatman & Gina M. Intrepido, *Do you really want me to know my rights? The ethics behind due process in class action notice is more than just plain language: A desire to actually inform*, 18 *GEO. J. LEGAL ETHICS* 1359 (2005); and Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The “Desire-to-Inform” Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 *TULANE LAW REV.* 1771 (2006).

PREVIOUS EXPERIENCE IN DRIVING CLAIMS

13. I have authored and co-authored articles on driving up claim rates. *See e.g.*, Shannon R. Wheatman & Alicia Gehring, *Mixed Media: A Smarter Approach To Class Action Notice*, *LAW360.COM* (June 11, 2015) and Shannon Wheatman, *Cutting Through the Clutter: Eight Tips for Creatively Engaging Class Members and Increasing Response*, *CLASS ACTION LITIGATION REPORT*, 15 *CLASS* 88 (Jan. 24, 2014). I have also spoken at a number of conferences on effective use of claims stimulation tactics.

14. KM has been involved in a number of successful claims stimulation programs, including:

- a. *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, and Products Liability Litig.*, MDL No. 2672 (N.D. Cal.) – Over sixty-five percent of claimants filed claims before the final approval hearing. The notice program included color ads in newspapers and highly targeted online media to reach class members. The program also included a multi-media news release.
- b. *In re TFT-LCD (Flat Panel) Antitrust Litig.*, MDL No. 1827 (N.D. Cal.) – involved 10 different settlements for flat panel LCD screens. Seventy-one percent of all claims came in during the claims stimulation program using a very effective and creative Internet and earned media campaign. The notice program also included television and print advertising, a multi-media news release, and media pitching.
- c. *Trammell v. Barbara’s Bakery, Inc.*, No. 3:12-cv-02664 (N.D. Cal.) – Nationwide case involving false advertising. The claims stimulation program included targeted Internet advertising, Facebook advertising, and blog outreach. Ultimately, the claims stimulation program led to the settlement fund being fully subscribed.
- d. *In re Dynamic Random Memory (DRAM) Antitrust Litig.*, MDL No. 1486 (N.D. Cal.) – Ongoing settlements involving purchasers of electronic devices. The notice program includes a coordinated campaign across television, print media, Internet, and social media platforms, with extensive media pitching. The claims stimulation portion, which focused on television, delivered extraordinary results in three weeks. The creative website and television spot can be viewed at www.DRAMclaims.com.

NOTICE PROGRAM OVERVIEW

15. The objective of the Notice Program is to provide fair and adequate notice of the Settlement in the instant case to Class Members who include residential and business customers of West Virginia-American Water Company in nine West Virginia counties served by the Kanawha Valley Water Treatment Plant, and workers who have documented lost wages due to the closure of businesses from January 9, 2014 and up to January 18, 2014 in some cases.

16. The proposed Notice Program was designed to reach the greatest practicable number of Class Members and ensure that they will be exposed to, see, review, and understand the Notice. A four-part notification program was designed and includes:

- a. Direct Notice to residents and businesses in the identified nine West Virginia counties;
- b. Paid Media Notice in West Virginia in counties where the vast majority of Class Members are located, as well as nationally to reach out-of-state movers;
- c. A nationwide press release; and
- d. A Settlement Website.

17. The four-part notification program described herein is the best notice practicable under the circumstances and meets the requirements to comply with Fed. R. Civ. Proc. 23.

DIRECT NOTICE

18. Based on information provided by counsel, a comprehensive list of Class Members who were customers of West Virginia American Water (“WVAW”) can be created. It is, therefore, reasonable to implement an individual direct notification effort to reach Class Members using this list. A mailing list of residential households, businesses, and wage earners can be further supplemented by use of a third-party data provider, such as Lexis-Nexis, for the top counties (Boone, Kanawha, and Putnam counties) served by WVAW. Lexis-Nexis can provide mailing information on residents and businesses that were located in the top counties on January 9, 2014. This list will cover residents who lived in apartment or multi-tenant buildings,

and the information from this research will be de-duplicated against the existing WVAW customer list.

19. Direct Notice will consist of sending a Cover Letter, Summary Notice, and Claim Form via first-class mail to approximately 82,378 customers of WVAW to inform them of their rights and how they may participate in the class action.¹ In addition, KM also recommends mailing a Summary Notice to additional residents that lived in Boone, Kanawha, and Putnam counties on January 9, 2014. A Detailed Notice will be mailed to a list of individuals and their attorneys who have filed a lawsuit against the Defendants, responded to the website previously created by Class Counsel, or submitted a Plaintiff Fact Sheet for non-filed cases as directed by the West Virginia Mass Litigation Panel.

20. Direct Notice will also consist of sending an Email Notice to 44,752 residents and 5,891 businesses in Boone, Clay, Kanawha, Lincoln, Logan, Putnam, and Cabell (Salt Rock/Culloden) counties. Email lists for residents will be purchased from ExactData, and for businesses from InfoUSA. WVAW will also provide any available email addresses for customers.

21. In my experience, mailing a summary notice will improve response rates as it increases the chances that Class Members will review the mailing, learn more about their rights, and file a claim. It will also have, in bold print, the Settlement Website address where Class Members will be able to download the Detailed Notice that describes the Settlements. The Detailed Notice will also be available on the Settlement Website as a PDF file.

22. Research has shown that a summary notice is more likely to be read by recipients than a longer form notice. The Federal Judicial Center (“FJC”) believes that summary notices should be mailed in many class action cases:

- a. The Class Action Subcommittee of the Civil Rules Advisory Committee asked the FJC to draft model notices in plain language to support the then

¹ It was previously reported Direct Notice will go to approximately 94,000 customers. The new number factors out duplication.

pending changes to Rule 23(c), which now requires notices to “concisely and clearly state in plain, easily understood language” the information a class member needs to know. The FJC conducted research to determine the best way to write class action notices to allow people to easily understand all of their rights and options.²

- b. While I was employed with the FJC, we conducted four focus groups to gather feedback on our draft plain language notices. During the focus group process, we explored recipients' willingness to open and read a class action notice. Many focus group participants complained that it would take too much time out of their busy schedules to read a detailed notice, which in turn would cause them to skim the notice or throw it away.
- c. We went on to empirically test the overall effectiveness of the FJC’s model securities notice. We collected responses from 229 volunteer participants who were members of 27 investment clubs across the country. Only 2% of participants reported that they would carefully read a long form notice; 59% would glance at it, 12% would file it away, and 27% would throw it away without reading it. However, 43% of participants reported they would carefully read a summary notice; 36% would glance at it; 6% would file it away; and 15% would throw it away.
- d. Given these findings the FJC believes that mailing a summary notice will most likely increase the chances it will be read.
- e. I am unaware of any studies to the contrary.

23. Prior to mailing, all addresses on the Class Member list will be checked against the National Change of Address (“NCOA”) database, which is maintained by the United States

² The research conducted by the FJC is discussed in Shannon Wheatman, the Effects of Plain Language Drafting on Layperson’s Comprehension of Class Action Notices (2001) (unpublished Ph.D. dissertation, University of Georgia)(on file with the University of Georgia Library).

Postal Service (“USPS”) and contains records of all permanent changes of addresses for businesses and individuals received by the USPS for the last four years.

24. Mailed Notices that are returned as non-deliverable will be traced and re-mailed as appropriate. In the case of Notices returned as non-deliverable with an expired automatic forwarding order, the Notices will be re-mailed to any address indicated by the USPS in the expired automatic forwarding order. Notices returned as non-deliverable, but for which a new address is not indicated by the USPS, will be further searched through LexisNexis or a similar vendor to obtain a more current address. LexisNexis uses a variety of third-party sources to compare latest addresses for individuals and returns updated addresses for them. If any such address is found, the Notice will be re-mailed.

25. Email delivery attempts will be tracked; if an item is returned as undeliverable, commonly referred to as a “bounce,” the reason is noted. If the email address is noted as non-existent as attempted this is referred to as a “hard” bounce and no additional attempts to deliver the Notice to that email address will be made. Responses where the inbox is full or other circumstances prevent delivery are referred to as “soft” bounces and will receive up to three attempts for delivery. The timeframe to complete soft bounce re-delivery attempts may vary based on the volume of emails included in the campaign, but typically will be complete within a few days of receiving the bounce notification.

PAID MEDIA NOTICE

26. KM recommends a supplemental media program that focuses heavily in the top four counties where 97.8% of WVAW account holders in the Class are located, but also provides media to other parts of West Virginia and some national media.

27. To design the Paid Media Notice segment of the Notice Program, KM identified and selected markets that cover the geography of Class Members in this litigation.

28. Based on information provided by counsel, KM understands that the Class consists of residents and businesses located in nine West Virginia counties.³ Information includes WVAW account data as well as the wage earner data for the nine counties from the U.S. Census Bureau.⁴ KM also analyzed the U.S. Census Bureau's mobility statistics for West Virginia to determine other areas where potential Class Members may reside.⁵

29. KM placed the counties in which the majority of Class Members are located into three tiers for purposes of media focus, as follows:

- a. Tier 1: Residents/Businesses in Boone, Kanawha, Putnam and Lincoln counties (“Top 4 Counties”).
- b. Tier 2: Counties with 2,000+ Wage Earners: Cabell (focus Salt Rock/Culloden), Logan, Jackson and Clay counties.
- c. Tier 3: Counties with 500+ Wager Earners: West Virginia - Roane, Raleigh, Mingo, Fayette, Wood, Wyoming, and Nicholas counties; Ohio - Lawrence County, and Kentucky - Boyd County, along with some national coverage.

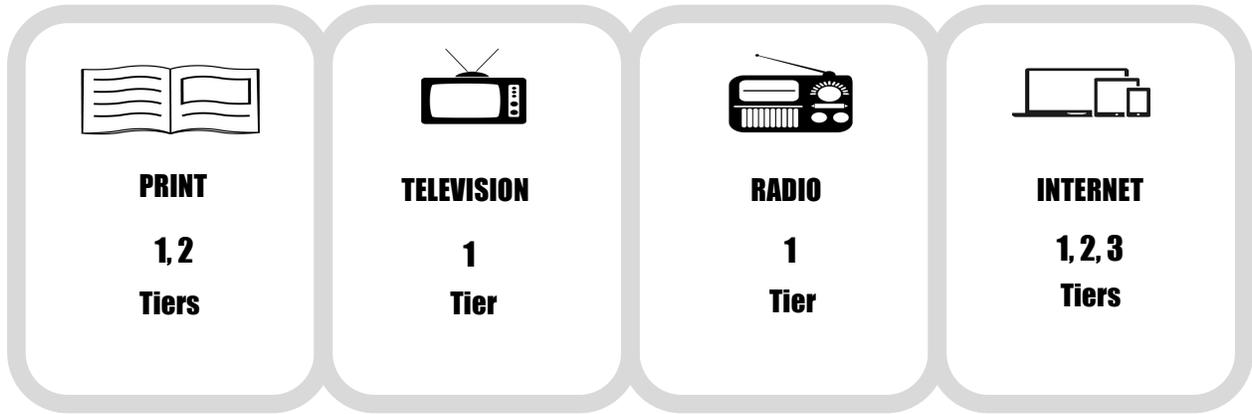
30. Given the broad demographic make-up of potential Class Members, the proposed media plan calls for the notice to be placed across various vehicles. The proposed Paid Media Notice segment of the Notice Program includes advertising in local newspapers, television, radio, and online with a focus on targeting key areas based on the geographic criteria previously cited.

³ The nine counties are: Boone, Cabell, Clay, Jackson, Kanawha, Lincoln, Logan, Putnam, and Roane.

⁴ United States Census Bureau, *2009-2013 5-Year American Community Survey Commuting Flows*, <https://www.census.gov/hhes/commuting/> (last accessed 8/16/17).

⁵ United States Census Bureau, *2009-2013 County to County Migration Flows*, <http://www.census.gov/topics/population/migration/guidance/county-to-county-migration-flows.html> (last accessed 8/16/17).

MEDIA CHANNELS



Tier 1

Local Newspapers

31. The Publication Notice will appear as a 1/3-page two-color ad (where available) twice in the Sunday edition and once in the weekday edition of all daily newspapers covering the Top 4 Counties noted above:

NEWSPAPER	COVERAGE	CIRCULATION
<i>The Charleston Gazette/Charleston Daily Mail/Sunday Gazette-Mail (Sunday)</i>	Boone, Kanawha, Lincoln, Putnam, Cabell, Clay, Jackson, Logan, Roane	53,592
<i>The Charleston Gazette/Charleston Daily Mail/Sunday Gazette-Mail (Daily)</i>	Boone, Kanawha, Lincoln, Putnam, Cabell, Clay, Jackson, Logan, Roane	67,055
<i>Huntington Herald Dispatch (Sunday)</i>	Lincoln, Putnam, Cabell, Wayne	21,682

<i>Huntington Herald Dispatch</i> (Daily)	Lincoln, Putnam, Cabell, Wayne	24,698
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32. The Publication Notice will appear as a 1/3-page ad once in the weekly edition of all community newspapers covering the Top 4 Counties:

NEWSPAPER	COVERAGE	CIRCULATION
<i>Metro West (Putnam)</i>	Kanawha	21,335
<i>Putnam Herald</i>	Putnam	18,600
<i>Coal Valley News</i>	Boone	5,124
<i>Hamlin Lincoln Journal</i>	Lincoln	2,340
<i>Putnam Standard</i>	Putnam	1,300
<i>Hurricane Breeze</i>	Putnam	1,221

Local Television

33. Television has the ability to reach a target audience with an immediate and accessible message. The combination of audio and visual message delivery increases the message impact. Viewers can quickly ascertain if the message is important and if so, decide to respond.

34. The Notice Program calls for thirty-second ads to be aired throughout the day in different programs to reach the highest number of viewers.

35. Television activity will be geographically targeted to Boone, Kanawha, Lincoln, and Putnam counties. The television buy consists of an estimated 150 Gross Rating Points (“GRPs”)⁶ to air over a three-week time period, on some or all of the following cable networks:

⁶ Gross Rating Points (GRPs) are the sum of all the ratings for a specific audience delivered by a given media vehicle in a schedule. A rating is the percentage of households or persons in the target who have been exposed to the media vehicles in the schedule. One GRP equals one percent of a given target population.

NETWORK	SUMMARY
	<p>AMC is a 24-hour cable network airing primarily theatrically-released movies of all eras along with an increasing slate of critically-acclaimed original dramatic programs.</p>
	<p>ESPN is a 24-hour entertainment and sports network covering a variety of live sporting events, as well as programs devoted to news and analysis and original programming.</p>
	<p>Home and Garden Television is devoted to providing complete and comprehensive information to inspire home enthusiasts from the best homebuilders, decorators, gardeners, and craft experts.</p>
	<p>Fox News Channel is a 24-hour general news service covering breaking news as well as political, business, and entertainment news.</p>
	<p>TNT cable network consists of TV series (both original and off-network) and feature films, with an emphasis on drama, along with some select professional sports as NBA Basketball and PGA Golf.</p>

36. Broadcast Network Television will also be targeted to the Charleston-Huntington Designated Market Area ("DMA")⁷ in order to have presence in local programming (e.g., early news). The television buy consists of an estimated 150 GRPs to air over a three-week time period.

Local Radio

37. Radio is utilized to support and reinforce the print message as well as provide multiple opportunities for exposures to the message. The radio spot format (60-seconds) allows for extended content and information to be relayed to potential Class Members. Radio will

⁷ DMA is a group of counties that form an exclusive geographic area in which the home market television stations hold a dominant share of total hours viewed. DMA is a trademark of The Nielsen Company and is used for planning, buying and evaluating media audiences across various markets.

include a general spot and a business oriented spot. The general radio spot will air during highest listenership times: morning and afternoon drive to work. The business oriented radio spot will air over news/talk radio during morning drive to work.

38. Sixty-second radio ads, which will prominently feature the toll-free number and the Settlement Website address, will run for three weeks in the following markets which include coverage of the Top 4 Counties:

- a. Charleston Market: Boone, Kanawha, Clay
- b. Huntington-Ashland Market: Lincoln, Putnam, Cabell, Wayne

Online Advertising

39. The Notice Program includes digital advertising to provide Class Members with additional notice opportunities beyond the print and broadcast placements. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly click through to a website for further information. Banner ads are typically located either at the top or side of a website page. Highly engaging animated banner ads are more likely to capture viewers' attention because they include moving images and text.

40. Banner ads will appear on the websites of local news outlets, local newspaper websites, and other local content for the Top 4 Counties. Impressions will be allocated to maximize exposure during the campaign across websites that are the best at driving potential Class Members to the Settlement Website. Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time KM purchases the media.

41. Ads will also appear on Facebook.com, a free, global social networking website that helps people communicate with friends, family, and coworkers. Ads will include desktop and mobile placements and will be geographically targeted by zip codes within the Top 4 Counties. KM will also use email address audience targeting. Ads will be delivered to Facebook users whose profile email addresses match the email addresses that are provided to KM by WVAW.

Tier 2

42. The newspapers listed under Tier 1 media also provide coverage of Tier 2 counties.

43. Banner ads will appear on the websites of local news outlets, local newspaper websites, and other local content for Tier 2 counties. KM will continually monitor the online activity and website click-through rates to ensure that ads are being placed on the top-performing networks.

44. Ads will also appear on Facebook.com. Ads will include desktop and mobile placements and will be geographically targeted by zip codes within Tier 2 Counties. Ads will also be delivered using email address audience targeting.

Tier 3

45. Banner ads will be geographically targeted to Tier 3 counties, and will also be delivered nationally. KM will continually monitor the online activity and website click-through rates to ensure that ads are being placed on the top-performing networks.

All Tiers

46. KM will implement sponsored keywords and phrases with all major search engines, including: Google AdWords, Bing Microsoft Advertising, and their search partners. When a user searches for one of the specified search terms or phrases (such as “West Virginia water contamination settlement”), sponsored links will appear on the results page.

POTENTIAL CLAIMS REMINDER COMPONENTS

47. The Notice Program shall include a number of claims reminders that will be initiated after the objection and exclusion deadlines, the use of which in other cases has increased class participation. The message will be simple and will focus on the upcoming claims deadline. Direct Notice methods will focus on Class Members who have not yet filed a claim.

48. Depending on the rate of claims activity during the Notice Program, one or more of the additional program components listed below will be implemented should it appear to me

that it would be effective to stimulate the claims filing rate, based on my experience and judgement:

- a. A Postcard Reminder Notice may be sent to known Class Members who have not already filed a claim.
- b. A reminder Email Notice may be sent to WVAW customers with a known email address who have not yet filed a claim. This email may include a personalized email video to “allows each recipient to receive a custom video that includes information unique to them” (such as name, amount of potential benefits).⁸
- c. Outbound calls may be made to Class Members with telephone numbers provided by WVAW.
- d. A multi-layered media program to target people in Boone, Kanawha and Putnam counties may include television, Internet, outdoor, mobile, and cinema advertising. Outdoor advertising may include mobile and digital billboards, poster and bulletin advertising, gas pump toppers and convenience store advertising, mall advertising, transit advertising, and door hanger advertising.

EARNED MEDIA COMPONENTS

49. A nationwide press release will be distributed on P.R. Newswire’s US1 news circuit reaching approximately 15,000 print and online media outlets and more than 5,400 websites, databases, and online services. A nationwide press release is being used to further bolster reach to out-of-state movers and wage earners.

⁸ Vidyad, *Businesses See 500% Lift in Email Conversion with Personalized Video*, <https://www.vidyard.com/blog/businesses-see-500-lift-in-email-conversion-personalized-video/> (last accessed 8/16/17).

SETTLEMENT ADMINISTRATION COMPONENTS

50. An informational, interactive website is a critical component of the Notice Program. A website is a persistent source of information instantly accessible by millions. The Website Vendor will create and update the website at www.WWaterClaims.com to inform Class Members about the notice program. The website will enable Class Members to get information on the Settlement, including the Detailed Notice and the Amended Settlement Agreement. Class Members will be able to download notice materials and file a claim online.

51. All of the Notices will direct Class Members to the Settlement Website.

52. The Administrator will establish a toll-free phone number to allow Class Members to call and request that a Detailed Notice be mailed to them or listen to answers to frequently asked questions.

53. The Administrator will establish a post office box to allow Class Members to contact Class Counsel by mail with any specific requests or questions.

NOTICE FORM AND CONTENT

54. Attached as **Exhibits 2, 3, 4, 5, and 6**, are copies of the Outside of the Envelopes, Cover Letters (business and residential), Email Notice (business and residential), Summary Notice for mailing and publication, and Detailed Notice.

55. The Notices effectively communicate the required information about the Settlement. All print advertising will carry a phone number and the Settlement Website address for potential Class Members to request or access the Detailed Notice.

56. Fed. R. Civ. Proc. 23(c)(2) requires class action notices to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting notices in federal and state class actions. All notice materials in this case are in plain, easily understood language.

57. The Summary Notice is designed to capture the Class Members’ attention with clear, concise, plain language. It direct readers to the Settlement Website for more information. The plain language text provides important information regarding the subject of the litigation, the

Class definition, and the legal rights available to Class Members. No important or required information is missing or omitted. In fact, the Notice states all required information, without omitting significant facts that Class Members need to understand their rights.

58. The Detailed Notice provides substantial information, including background on the issues in the case and all specific instructions Class Members need to follow to properly exercise their rights. No important or required information is missing or omitted. It is designed to encourage readership and understanding, in a well-organized and reader-friendly format.

CONCLUSION

59. The Notice Program is carefully crafted with multiple layers of notice, including significant direct notice and expanded local paid media notice.

60. It is my opinion that the Notice Program and content of the Notices are adequate and reasonable under the circumstances and provide the best notice practicable. The Notice Program is consistent with the standards employed by KM in notification programs designed to reach class members. The Notice Program, as designed, is fully compliant with Rule 23 of the Federal Rules of Civil Procedure.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Souderton, PA this 24th day of August 2017.



Shannon R. Wheatman, Ph.D.

EXHIBIT 1



Shannon R. Wheatman, Ph.D.

President
Kinsella Media, LLC
2101 L Street NW, Suite 800
Washington, DC 20037
2010 – Present

Dr. Wheatman specializes in designing, developing, analyzing, and implementing large-scale legal notification plans. She is a court-recognized expert who provides testimony on the best notice practicable. Dr. Wheatman began her class action career in 2000 at the Federal Judicial Center where she was instrumental in the development of model notices to satisfy the plain language amendment to Rule 23. Her plain language expertise was advanced by her education, including her doctoral dissertation on plain language drafting of class action notice and her master's thesis on comprehension of jury instructions. Dr. Wheatman has been involved in over 500 class actions. Her selected case experience includes:

Antitrust

Allen v. Dairy Farmers of America, Inc., No. 5:09-CV-00230-CR (D. Vt.).

Blessing v. Sirius XM Radio, Inc., No. 09-CV-10035 HB (S.D.N.Y.).

Brookshire Bros. v. Chiquita, No. 05-CIV-21962 (S.D. Fla.).

Cipro Cases I and II, No. 4154 and No. 4220 (Super. Ct. Cal.).

In re Automotive Parts Antitrust Litigation, MDL No. 2311 (E.D. Mich.).

In re Dynamic Random Memory (DRAM) Antitrust Litig., MDL No. 1486 (N.D. Cal.).

In re Flonase Antitrust Litig., No. 08-CV-3301 (E.D. Pa.).

In re Metoprolol Succinate End-Payor Antitrust Litig., No. 06-CV-71 (D. De.).

In re NYC Bus Tour Antitrust Litig., No. 13-CV-0711 (S.D. N.Y.).

In re Online DVD Rental Antitrust Litig., MDL No. 2029 (N.D. Cal.).

In re TFT-LCD (Flat Panel) Antitrust Litig., MDL No. 1827 (N.D. Cal.).

In re Transpacific Passenger Air Trans. Antitrust Litig., MDL No. 1913 (N.D. Cal.).

Precision Associates, Inc. v. Panalpina World Transport, No. 08-cv-00042 (E.D. N.Y.).

Roos v. Honeywell Int'l, Inc., No. CGC 04-0436205 (Super. Ct. Cal.).

Sweetwater Valley Farm, Inc. v. Dean Foods, No. 2:07-CV-208 (E.D. Tenn.).

The Shane Grp., Inc., v. Blue Cross Blue Shield of Michigan, No. 2:10-CV-14360 (D. Minn.).

Consumer and Personal Injury/Product Liability

Abbott v. Lennox Industries, Inc., No.16-2011-CA-010656 (4th Jud. Cir. Ct., Dade Cty. Fla.).

Beringer v. Certegy Check Servs., Inc., No. 8:07-CV-1434-T-23TGW (M.D. Fla.) (data breach).

Chaudhri v. Osram Sylvania, Inc., No. 2:11-CV-05504 (D.N.J.) (false advertising).

CSS, Inc. v. FiberNet, L.L.C., No. 07-C-401 (Cir. Ct. W. Va.) (telecommunications).

Donovan v. Philip Morris USA, Inc., No. 06-12234 NG (D. Mass.) (medical monitoring).

FLA Card Servs., N.A. v. Camastro, No. 09-C-233 (Cir. Ct. W.Va.) (credit card arbitration).

George v. Uponor Corp., No. 12-249 (D. Minn.) (defective product).

Glazer v. Whirlpool Corp., No. 1:08-WP-65001 (N.D. Ohio)(defective product).

Grays Harbor v. Carrier Corp., No. 05-CIV-21962 (W.D. Wash.) (defective product).

In re Building Materials Corp. of America Asphalt Roofing Shingle Prods. Liab. Litig., No. 8:11- 02000 (D.S.C.) (roofing shingles).

In re Checking Account Overdraft Litig., MDL No. 2036 (S.D. Fla.) (JP Morgan, U.S. Bank, BOA settlements; overdraft fees).

In re Enfamil LIPIL Mktg. & Sales Practs. Litig., No. 11-MD-02222 (S.D. Fla.) (false advertising).

In re M3Power Razor System Mktg. & Sales Practs. Litig., MDL No. 1704 (D. Mass.) (false advertising).

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In re SCBA Liquidation, Inc., f/k/a Second Chance Body Armor, Inc., No. 04-12515 (Bankr. W.D. Mich.) (defective product).

In re Sony Gaming Networks & Customer Data Security Breach Litig., No. 11-MD-2258 (S.D. Cal.) (data breach).

In re Target Corp. Customer Data Security Breach Litig., MDL No. 14-2522 (D. Minn.) (data breach).



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In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, No. 3:15-md-2672 (N.D. Cal.)

In re Vioxx Products Liab. Litig., No. 05-MD-01657 (E.D. La) (pharmaceutical).

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In re Wirsbo Non-F1807 Yellow Brass Fittings, No. 2:08-CV-1223 (D. Nev.) (defective product).

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Lee v. Carter Reed Co., L.L.C., No. UNN-L-39690-04 (N.J. Super. Ct.) (false advertising).

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Rowe v. UniCare Life & Health Ins. Co., No. 09-CV-02286 (N.D. Ill.) (data breach).

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Trammell v. Barbara's Bakery, Inc., No. 3:12-CV-02664 (N.D. Cal.) (false advertising).

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Environmental/Property

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Canada

Bechard v. Province of Ontario, No. CV-10-417343 (Ont. S.C.J.) (personal injury).

Clarke v. Province of Ontario, No. CV-10-411911 (Ont. S.C.J.) (personal injury).

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Court Testimony

In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, No. 3:15-md-2672 (N.D. Cal.)

State v. Farmer Group Inc., No. D-1-GV-02-002501(D. Ct. Tex., Travis County).

Scharfstein v. BP West Coast Products, LLC, No. 1112-17046 (Cir. Ct. Ore.).

Spillman v. Domino's Pizza, No. 10-349 (M.D. La.)

PRC Holdings LLC v. East Resources, Inc., No. 06-C-81 (Cir. Ct. W. Va.).

Guidry v. Am. Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct., Calcasieu Parish).

Webb v. Liberty Mutual Ins. Co., No. CV-2007-418-3 (Cir. Ct. Ark).

Beasley v. The Reliable Life Ins. Co., No. CV-2005-58-1 (Cir. Ct. Ark).

Depositions

Hale v. CNX Gas Co., LLC, No. 10-CV-59 (W.D. Va.).

Thomas v. A. Wilbert Sons, LLC, No. 55,127 (18th Jud. Dist. Ct., Iberville Parish).

Judicial Comments

In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, MDL No. 2179 (E.D. La.) (Haliburton and Transocean settlements)

"The Class Notices were 'noticeable, clear, concise, substantive, and informative.' Wheatman Decl. ¶ 4(b).¹⁴ The notice distribution method satisfied Rule 23(c)(2), as it was the 'best notice that is practicable under the circumstances.' Fed. R. Civ. P. 23(c)(2); see Wheatman Decl. ¶ 5. The notice contents satisfied Rule 23(c)(2)(B)(i)-(vii) . . ." - Hon. Carl J. Barbier (2017)

In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, No. 3:15-md-2672 (N.D. Cal.)



“The Notice Program included 811,944 mailings, 453,797 emails, 125 newspaper insertions and targeted online advertising. “The Court is satisfied that the extensive Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice ‘apprise[d] interested parties of the pendency of the action and afford them an opportunity to present their objections.’ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports the Notice Program reached more than 90% of potential Class Members. (Dkt. No. 1978 ¶ 35.)” - Hon. Charles R. Breyer (2016)

In re Transpacific Passenger Air Trans. Antitrust Litig., MDL No. 1913 (N.D. Cal.)

In overruling an objection that direct notice should have been done, the Court found “[T]he notice program, which the Court already approved, reached 80.3% of the potential class members in the United States an average of 2.6 times and “at least 70%” of members of the Settlement Classes living in Japan. See Mot. for Final Approval at 4; Wheatman Decl. ¶¶ 8, 18. The notice also included paid media in 13 other countries. *Id.*; ¶ 25. There were 700,961 unique visits to the website, toll-free numbers in 15 countries received over 2,693 calls, and 1,015 packages were mailed to potential class members. *Id.* ¶¶ 6, 9, 10. It was therefore adequate.” - Hon. Charles R. Breyer (2015)

In re Target Corp. Customer Data Security Breach Litig., MDL No. 14-2522 (D. Minn)

“The parties accomplished notice here through direct notice, paid and earned media, and an informational website... [T]he notice program reached 83% of potential class members. The notice here comports with Rule 23(e)... Class notice reached more than 80 million people, with direct notice sent to 61 million consumers... [The] infinitesimally small amount of opposition weighs in favor of approving the settlement.” - Hon. Paul A. Magnuson (2015)

In re Sony Gaming Networks & Customer Data Security Breach Litig., No. 11-MD-2258 (S.D. Cal.)

"The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said notice fully satisfied requirements of Rule 23 of the Federal Rules of Civil Procedure and due process." - Hon. Anthony J. Battaglia (2015)

The Shane Grp., Inc., v. Blue Cross Blue Shield of Michigan, No. 2:10-CV-14360 (D. Minn.)

"The notice to Settlement Class Members consisted of postcard notices to millions of potential class members, as well as advertisements in newspapers and newspaper supplements, in People magazine, and on the Internet... The Court finds that this notice...was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice; and . . . fully complied with due process principles and Federal Rule of Civil Procedure 23." - Hon. Denise Page Hood (2015)



Mirakay v. Dakota Growers Pasta Co., Inc., No. 13-CV-4229 (D. N.J.)

"Having heard the objections made, the Court is unimpressed with the Objectors argument that there was somehow insufficient notice . . . This notice program has fully informed members of their rights and benefits under the settlement, and all required information has been fully and clearly presented to class members. Accordingly, this widespread and comprehensive campaign provides sufficient notice under the circumstances, satisfying both due process and Rule 23 and the settlement is therefore approved by this Court." - Hon. Joel A. Pisano (2014)

In re Dynamic Random Memory Antitrust Litig., MDL No. 1486 (N.D. Cal.)

"The Court confirms its prior findings that the Notices given pursuant to the Preliminary Approval Order were the best notice practicable under the circumstances. The Court further confirms its prior findings that said notices provided due, adequate, and sufficient notice of these proceedings and of the matters set forth herein, including the proposed settlements set forth in the Settlement Agreements, and that said notice fully satisfied the requirements of due process, the Federal Rules of Civil Procedure, and all applicable state laws." - Hon. Phyllis J. Hamilton (2014)

Trammell v. Barbara's Bakery, Inc., No. 12-CV-02664 (N.D. Cal.)

"The Class Notice, the Summary Settlement Notice, the website, the toll-free telephone number, all other notices in the Settlement Agreement, the Declaration of the Notice Administrator, and the notice methodology implemented pursuant to the Settlement Agreement: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated to apprise Class Members of the pendency of the Action, the terms of the settlement, and their rights under the settlement, including, but not limited to, their right to object to or exclude themselves from the proposed settlement and to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, the Federal Rules of Civil Procedure, 28 U.S.C. §1715, and the Due Process Clause(s) of the United States Constitution, as well as complied with the Federal Judicial Center's illustrative class action notices." - Hon. Charles R. Breyer (2013)

Spillman v. Dominos Pizza, LLC., No. 10-349 (M.D. La.)

"At the fairness hearing notice expert Wheatman gave extensive testimony about the design and drafting of the notice plan and its implementation, the primary goal of which was to satisfy due process under the applicable legal standards...Wheatman, who has extensive experience developing plain-language jury instructions, class action notices and rules of procedure, testified that the notice was composed at a ninth grade reading level because many adults read below a high school level." - Hon. Stephen C. Riedlinger (2013)



In re Metoprolol Succinate End-Payor Antitrust Litig., No. 06-CV-71 (D. Del.)

“In accordance with the Preliminary Approval Order, notice of the proposed Settlement and Plan of Allocation has been provided to the Class in the manner directed by the Court. See Wheatman Dec. Such notice to members of the Class is hereby determined to be fully in compliance with requirements of Fed. R. Civ. P. 23(e) and due process of law and is found to be the best notice practicable under the circumstances and to constitute due and sufficient notice to all persons and entities entitled thereto.” - Hon. Mary Pat Thyng (2013)

PRC Holdings, LLC v. East Resources, Inc., No. 06-CV-81(E) (W.Va. Cir. Ct., Roane County)

“Notice was uniquely effective in this action because East's records of their leases allowed the Claims Administrator to provide individual notice by mail to most Class Members.” - Hon. Thomas C. Evans, III (2012)

Kramer v. B2Mobile, LLC, No. 10-CV-02722 (N.D. Cal.)

“The Court approved Notice Plan to the Settlement Classes . . . was the best notice practicable under the circumstances, including comprehensive nationwide newspaper and magazine publication, website publication, and extensive online advertising. The Notice Plan has been successfully implemented and satisfies the requirements of Federal Rule of Civil Procedure 23 and Due Process.” - Hon. Claudia A. Wilken (2012)

Cather v. Seneca-Upshur Petroleum, Inc., No. 1:09-CV-00139 (N.D. W. Va.)

“The Court finds that Class Members have been accorded the best notice as is practical under the circumstances, and have had the opportunity to receive and/or access information relating to this Settlement by reading the comprehensive written notice mailed to them . . . or by reading the published Notice in the local newspapers . . . The Court further finds that the Notice provided to the members of the Settlement Class had been effective and has afforded such class members a reasonable opportunity to be heard at the Final Fairness Hearing and to opt-out of the subject settlement should anyone so desire.” - Hon. Irene M. Keeley (2012)

In re Checking Account Overdraft Fee Litig., No. 1:09-MD-2036 (S.D. Fla.) (JP Morgan Settlement)

“The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was “reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15). This Settlement with Chase was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so.” - Hon. James Lawrence King (2012)



In re Netflix Privacy Litig., No. 5:11-CV-00379 (N.D. Cal.)

“The Notice Plan and the intent of the forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B through E to the Wheatman Declaration are approved pursuant to subsections (c)(2)(B) and (ed) of Federal Rule of Civil Procedure 23.” - Hon. Edward J. Davila (2012)

Purdy v. MGA Ins. Co., No. D412-CV-2012-298 (N.M. 4th Jud. Dist. Ct.)

“Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process . . . [T]he Notice also contained a clear and concise Claim Form, and a described a clear deadline and procedure for filing of Claims. Notice was directly mailed to all Class Members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable.” - Hon. Eugenio Mathis (2012)

Blessing v. Sirius XM Radio Inc., No 09-CV-10035 HB (S.D.N.Y.)

“The Court finds that the distribution of the Notice and the publication of the Publication Notice . . . constituted the best notice reasonably practicable under the circumstances . . . was reasonably calculated . . . constituted due, adequate, and sufficient notice to all Class members who could be identified with reasonable efforts; and . . . satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, R 23.1 of the Local Civil Rules of the United States District Court for the Southern District of New York, and all other applicable law and rules.” - Honorable Harold Baer, Jr. (2011)

Fogel v. Farmers Grp., Inc., No. BC300142 (Super. Ct. Cal.)

“The Court further finds and confirms that the Individual Notice (including the Proof of Claim), the Summary Notice, the reminder postcard, and the notice methodology: (a) constituted the best practicable notice . . . ; (b) constituted noticed that was reasonably calculated under the circumstances to apprise potential Class Members . . . ; (c) were reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice, and (d) met all applicable requirements of California law . . .” - Hon. Laura Evans (2011)

In re Enfamil LIPIL Mktg. & Sales Practs. Litig., No. 11-MD-02222 (S.D. Fla.)

“The Court finds that the Class Notice provided to Class Members, in the form and manner of distribution described above, constitutes the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rules of Civil Procedure, Rule 23, the requirements of due process, and any other applicable law. The declarations filed with the Court demonstrate that the Parties have



fully complied with the Court's Preliminary Approval Order (as amended by Order dated April 1, 2011) and that the best notice practicable under the circumstances was in fact given to Class Members.” - Hon. James I. Cohn (2011)

Keilholtz v. Lennox Hearth Prods., No. 08-CV-00836 (N.D. Cal.)

“Notice has been provided to the Settlement Class of the pendency of the Actions, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that said notice and the related Notice Plan provided for the best notice practicable under the circumstances to all Persons entitled to such notice and fully satisfied the requirements of Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure and the requirements of due process.” - Hon. Claudia Wilken (2011)

Rowe v. UniCare Life and Health Ins. Co., No. 09-CV-02286 (N.D.Ill.)

“The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.” - Hon. William J. Hibbler (2011)

Thomas v. A. Wilbert & Sons, LLC, No. 55,127 (La. 18th Jud. Dist. Ct., Iberville Parish)

“[N]otices complied with all requirements of the federal and state constitutions, including the due process clauses, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Thomas Subclass.” - Hon. Jerome M. Winsberg (2011)

In re M3Power Razor System Mktg. & Sales Pract. Litig., MDL No. 1704 (D. Mass)

“The form, content, and method of dissemination of the notice given to the Settlement Class was adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Amended Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.” - Hon. Douglas P. Woodlock (2011)

Soto v. Progressive Mountain Ins. Co., No. 2002-CV-47 (Dist. Ct. Colo.)

“Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process . . . Finally, the Notice also contained a clear and concise Claim Form, and described a clear



deadline and procedure for filing of claims. . . . Notice reached a large majority of the Class Members. The Court finds that such notice constitutes the best notice practicable.” - Hon. J. Steven Patrick (2010)

Press v. Louisiana Citizens Fair Plan Prop. Ins. Co., No. 06-5530 (Civ. Dist. Ct., Orleans Parish)

“This notice methodology . . . constitutes reasonable and best practicable notice . . . constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and . . . meets the requirements of the United States Constitution, Louisiana law, the Federal Rules of Civil Procedure and any other applicable rules of the Court . . .” - Hon. Sidney H. Cates, IV (2010)

In re Katrina Canal Breaches, No. 05-4182 (E.D. La.)

“The notice here was crafted by Shannon Wheatman, Ph.D., whose affidavit was received as evidence. . . . The entire notice was drafted in plain, comprehensible language The Court finds this notice adequately reached the potential class.” - Hon. Stanwood R. DuVal, Jr. (2009)

Jones v. Dominion Transmission Inc., No. 2.06-CV-00671 (S.D. W. Va.)

“The Parties’ notice expert Shannon R. Wheatman, Ph.D. . . . testified that in this case that the mailed notices reached approximately 95.4 percent of the potential class I HOLD that personal jurisdiction exists over the Class Members because notice was reasonable and afforded the Settlement Class an opportunity to be heard and to opt out.” - Hon. Joseph R. Goodwin (2009)

Guidry v. Am. Public Life Ins. Co., No. 2008-3465 (14th Jud. Dist. Ct.)

“The facts show that the notice plan . . . as adequate to design and implementation Dr. Shannon R. Wheatman, a notice expert, also testified at the fairness hearing as to the sufficiency of the notice plan. Dr. Wheatman testified that the notice form, content, and dissemination was adequate and reasonable, and was the best notice practicable.” - Hon. G. Michael Canaday (2008)

Webb v. Liberty Mutual Ins. Co., (March 3, 2008) No. CV-2007-418-3 (Cir. Ct. Ark)

“Ms. Wheatman’s presentation today was very concise and straight to the point . . . that’s the way the notices were So, I appreciate that Having admitted and reviewed the Affidavit of Shannon Wheatman and her testimony concerning the success of the notice campaign, including the fact that written notice reached 92.5% of the potential Class members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual Class members who had an earlier opportunity to request exclusion but failed to do so The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.” - Hon. Kirk D. Johnson (2008)



Sherrill v. Progressive Northwestern Ins. Co., No. DV-03-220 (18th D. Ct. Mont.)

“Dr. Wheatman’s affidavit was very informative, and very educational, and very complete and thorough about the process that was undertaken here. . . . So I have reviewed all of these documents and the affidavit of Dr. Wheatman and based upon the information that is provided . . . and the significant number of persons who are contacted here, 90 percent, the Court will issue the order.” - Hon. Mike Salvagni (2008)

Shaffer v. Continental Casualty Co., No. 06-2235 (C.D. Cal.)

“The Class Notice and the notice methodology implemented pursuant to the Settlement Agreement, as described in part in the Declarations of . . . Shannon Wheatman . . . constituted the best practicable notice. . . was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.” - Hon. Philip S. Gutierrez (2008)

Gray’s Harbor v. Carrier Corp., No. 05-05437(W.D. Wash.)

“The Court finds that this notice was the best notice practicable under the circumstances, that it provided due and adequate notice of the proceedings and of the matters set forth therein, and that it fully satisfied all applicable requirements of law and due process.” - Hon. Ronald B. Leighton (2008)

Beringer v. Certegy Check Servs., Inc., No. 8.07-CV-1434-T-23TGW (M.D. Fla.)

“The proposed form of notice and plan for publishing are reasonable and designed to advise members of the Settlement class of their rights . . . A nationally recognized notice specialist, Hilsoft Notifications, has developed the comprehensive Notice Plan. Here, Notice is reasonably calculated to reach the maximum number of potential Settlement Class Members and, thus, qualifies as the best notice practicable. The Notice Plan here is designed to reach the maximum number of Class Members, and it is Plaintiffs’ goal to reach at least 80% of the Class—an extraordinary result in consumer class action litigation.” - Hon. Steven D. Merryday (2008)

Palace v. DaimlerChrysler Corp., No. 01-CH-13168 (Cir. Ct. Ill.)

“The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process . . .” - Hon. Mary Anne Mason (2008)



Johnson v. Progressive Casualty Ins., Co., No. CV-2003-513 (Cir. Ct. Ark.)

“Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated . . . Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable . . . The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.” - Hon. Carol Crafton Anthony (2007)

Beasley v. The Reliable Life Ins. Co., No. CV-2005-58-1 (Cir. Ct. Ark)

“[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process . . . So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.” - Hon. Joe Griffin (2007)

Education and Experience

Education

Ph.D., Social Psychology, 2001; The University of Georgia, Athens, GA

Dissertation Title: *The effects of plain language drafting on layperson’s comprehension of class action notices.*

M.S., Social Psychology, 1999; The University of Georgia, Athens, GA

Thesis Title: *Effects of verdict choice, dispositional instructions, opportunity to deliberate, and locus of control on juror decisions in an insanity case.*

M.L.S., Legal Studies, 1996; The University of Nebraska-Lincoln, Lincoln, NE

B.A., Psychology, 1993; Millersville University of Pennsylvania, Millersville, PA

Honor’s Thesis Title: *The effects of inadmissible evidence and judicial admonishment in individual versus group decisions in a mock jury simulation.*



Related Experience

Hilsoft Notifications
Souderton, PA
2004-2009

Dr. Wheatman was the Vice President (2006-2009) and Notice Director (2004-2009) at Hilsoft Notifications, a legal notification firm.

Federal Judicial Center
Washington, DC
2000-2004

Dr. Wheatman was a Research Associate at the Federal Judicial Center. The Federal Judicial Center is the education and research agency for the Federal Courts. The Research Division performs empirical and explanatory research on federal judicial processes and court management. Dr. Wheatman worked with the Civil Rules Advisory Committee on a number of class action studies and with the Bankruptcy Administration Committee on judicial evaluations.

Supplementary Background

Dr. Wheatman has a strong statistical background, having completed nine graduate level courses as well as teaching undergraduate statistics at the University of Georgia.



EXHIBIT 2

Court Ordered Legal Notice

SETTLEMENT ADMINISTRATOR

PO BOX 0000

CITY, ST 00000



**Notice About Water Contamination Settlement -
File a Claim to get estimated \$1,875 or more**

Businesses that make a claim estimated to get between \$1,875 and \$64,000.

OR

**Reimbursement for specific property damage, lost profits,
lost inventory, and extra expenses.**

Court Ordered Legal Notice

SETTLEMENT ADMINISTRATOR

PO BOX 0000

CITY, ST 00000



**Notice About Water Contamination Settlement -
File a Claim to get estimated \$550 or more**

**Residential Households estimated to get \$550 for first person
in household plus \$180 for each additional person.**

OR

Reimbursement for specific property damage, discarded food, and extra expenses.

Residents who sought medical treatment may recover for medical expenses and personal injury.

Workers to get reimbursed for lost hourly wages.

EXHIBIT 3

Dear [Class Member Name]:

Our records show that your business may be eligible to receive benefits from the up to \$151 million West Virginia Water Contamination Settlement. The Settlement includes residential households and businesses provided tap water service from West Virginia American's Kanawha Valley Water Treatment Plant on January 9, 2014. Your employees may also be eligible for a payment from the Settlement if your business was required to shut down and they lost any hourly wages.

In order to get a payment from the Settlement you will need to fill out and submit one of the enclosed claim forms online or by mail by **Month 00, 2017**:

- Simple Payment Option will pay eligible Businesses a set amount based on the category of the business and, as applicable, the revenues of the business. Fill out and submit the Simple Claim Form.

OR

- Individual Review Option will reimburse eligible Businesses (including non-profits and government entities) based on documented proof of specific property damages, lost profits, lost revenues for government entities, lost inventory, and extra expenses. Fill out and submit the Individual Review Claim Form for Businesses or the Individual Review Claim Form for Government Entities.

Enclosed you will find a one-page notice that provides an overview of the Settlement benefits. You can also visit www.wvwaterclaims.com for more details or to make a claim online or call 1-855-829-8121 if you have any questions.

We also need your assistance informing your employees about the Settlement. Please share the notice with anyone who may receive water service from West Virginia American's Kanawha Valley Water Treatment Plant as well as anyone who may be eligible for payment of lost hourly wages.

Sincerely,

Settlement Administrator

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

Dear [Class Member Name]:

Our records show that you may be eligible to receive benefits from the up to \$151 million West Virginia Water Contamination Settlement. The Settlement includes residential households and businesses provided tap water service from West Virginia American's Kanawha Valley Water Treatment Plant ("KVTP") on January 9, 2014. You and the residents in your household on January 9, 2014 may also be eligible for a payment from the Settlement if you lost any hourly wages due to the shutdown of your employer's place of business or if you have any medical claims or if any household resident was pregnant at that time.

In order to get a payment from the Settlement you will need to fill out and submit one of the enclosed claim forms by mail or online by **Month 00, 2017**:

- Simple Payment Option will pay a set amount based on the number of people in your household on January 9, 2014. You can request a set payment by filling out and submitting the Simple Claim Form.

OR

- Individual Review Option will reimburse your household based on documented proof of specific property damage, extra expenses and discarded food. You will need to fill out and submit the Individual Review Claim Form for Residential Household Claims and provide supporting documentation.

In addition, you may also be eligible for an additional payment for:

- Medical Claims relating to the Freedom Chemical Spill. Residents of households who were provided tap water by the KVTP on January 9, 2014 may be eligible for reimbursement of medical claims or a payment for permanent injury or wrongful death caused by the spill event. You need to fill out and submit the Individual Review Claim Form for Medical Claims.
- Pregnancy Claims. Residents who were pregnant on January 9, 2014 may be eligible for a set payment. You need to fill out and submit the Individual Review Form for Pregnancy Claims.
- Documented Lost Wages. You may be eligible for a payment for lost hourly wages if your place of employment was shut down or partially shut down on January 9, 2014. You need to fill out and submit the Individual Review Claim Form for Wage Earners.

Enclosed you will find a one-page notice that provides an overview of the Settlement benefits. The additional Individual Review Claim Forms described above can be found online at www.wvwaterclaims.com. You can also visit www.wvwaterclaims.com for more details or to make a claim online or call 1-855-829-8121 if you have any questions.

Sincerely,

Settlement Administrator

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

EXHIBIT 4

To:
From:
Subject: WV Water Contamination Settlement

Dear [Class Member Name]:

Our records show that your business may be eligible to receive money from the West Virginia Water Contamination Settlement. Business and government entities can recover losses and hourly employees can recover lost wages. Non-profits can get reimbursed, households (including renters) can get an estimated \$550 or more, documented medical claims will be paid and pregnant women can receive an estimated \$1,500.

Go to WVwaterclaims.com for more information and to file a claim for benefits. You need to file a claim by **Month, 00 2017**.

Sincerely,

Settlement Administrator

To:
From:
Subject: WV Water Contamination Settlement

Dear [Class Member Name]:

Our records show that you may be eligible to receive money from the West Virginia Water Contamination Settlement. Households (including renters) can get an estimated \$550 or more, documented medical claims will be paid and pregnant women can receive an estimated \$1,500. Businesses and government entities can recover losses, hourly employees can recover lost wages and non-profits can get reimbursed.

Go to WVwaterclaims.com for more information and to file a claim for benefits. You need to file a claim by **Month, 00 2017**.

Sincerely,

Settlement Administrator

EXHIBIT 5



WEST VIRGINIA Water Contamination Settlement

Settlement Pays Residential Households \$550 (estimated) or More Businesses Can Get \$1,875 (estimated) or More

Documented Medical or Injury Claim Recovery Workers Reimbursed for Lost Hourly Wages

Classification	What can you get?
<p>Residential Households that were supplied with tap water on January 9, 2014 from West Virginia American’s Kanawha Valley Water Treatment Plant (“KVTP”) that was contaminated by the Freedom Industry Spill.</p> <p>Includes people who owned or rented condos, apartments, and houses.</p>	<p>(1) <u>Simple Payment Option</u>: \$550 (estimated) for first person in household plus \$180 for each additional person. Can also file for medical claims, pregnancy claims, and lost hourly wages.</p> <p style="text-align: center;">OR</p> <p>(2) <u>Documented Loss Payment Option</u>:</p> <ul style="list-style-type: none"> • <u>Property damage</u>: repair/replacement of water system components, hot water heaters, dishwashers, humidifiers, CPAPs, and other appliances. • <u>Extra expenses</u>: bottled water, tableware, pre-prepared foods, discarded food, baby wipes, plastic ware, travel, and substitute lodging. <p style="text-align: center;">AND</p> <p>(3) <u>Medical Claims</u> (separate claim form): (a) Out of pocket expenses and additional payment of \$750 for medical treatment for January 9, 2014 spill event and (b) Higher payments for demonstrated permanent injury or wrongful death caused by exposure to or interruption in tap water.</p>
<p>Businesses (including non-profits and government entities) that owned or leased property supplied with tap water by KVTP on January 9, 2014.</p>	<p>(1) <u>Simple Payment Option</u>: Businesses ordered to shut down will get up to \$41,875 (estimated based on revenue). Lodging businesses will get up to \$64,000 (estimated based on revenue). Other businesses, non-profits, and governmental entities will get \$1,875 (estimated).</p> <p style="text-align: center;">OR</p> <p>(2) <u>Documented Payment Option</u>: lost profits, lost revenues for government entities, repair/replacement, lost inventory, bottled water, extra expenses.</p>
<p>Workers who lost hourly wages.</p>	<p>Recover documented lost hourly wages if your place of employment was shut down or partially shut down because of water contamination.</p>

How it Works:



Visit the website or call to learn more about the Settlement.

If you were impacted by the Freedom Chemical Spill, you need to decide what to do.

You can file a claim, object to, or exclude yourself from the Settlement (earliest deadline - **Month 00, 2017**). You can also hire your own attorney.

File a claim to get a payment.

If you do not exclude yourself from the Settlement, you cannot separately sue American Water or Eastman for the claims in this Settlement.

Payments will be made if the Court approves the Settlement after a fairness hearing on Month 00, 2017.

Attorneys to ask for up to 25% of the Settlement Funds as fees.

EXHIBIT 6

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

West Virginia Water Contamination Settlement

Settlement will pay up to \$151 million to residents, businesses, and workers in Boone, Cabell, Clay, Jackson, Kanawha, Lincoln, Logan, Putnam and Roane counties

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- West Virginia-American Water Company, American Water Works Service Company, Inc. and American Water Works Company, Inc., and Eastman Chemical Company have reached a Settlement involving the January 9, 2014 event that contaminated the drinking water source for portions of nine counties.
- West Virginia American Water and Eastman have agreed to pay:
 - Residential households either a simple claim payment or reimbursement for documented property damage, extra expenses, and discarded food;
 - Residents who demonstrate medical treatment or physical injury resulting from the water contamination;
 - Businesses either a simple claim payment or reimbursement for documented property damage, lost profits, lost inventory, and extra expenses;
 - Workers at businesses shut down or partially shut down who have documented lost hourly wages;
 - Women who were pregnant at the time; and
 - Governmental entities either a simple claim payment or reimbursement for documented property damage, lost revenue, and extra expenses.
- Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR RIGHTS AND CHOICES	
File a Claim	This is the <u>only</u> way to make sure you get any money from the Settlement.
Object	If you don't like the Settlement, you can write to the Court and explain why.
Exclude Yourself	You can ask to get out (opt out) of the proposed Settlement. If you do this, you cannot get any money from the Settlement, but you keep any right to sue West Virginia American Water and Eastman about the water contamination event.
Go to Fairness Hearing	You can ask to speak in Court about the fairness of the Settlement. You can only do this if you do not opt out.
Do Nothing	You may not be able to get any money from the Settlement and you give up the right to sue West Virginia American Water and Eastman about the issues in the lawsuit.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- This Notice is only a summary of the Amended Settlement Agreement and your rights. Capitalized terms are defined terms in the Amended Settlement Agreement, which is available at www.wvwaterclaims.com. You are encouraged to carefully review the complete Amended Settlement Agreement.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

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QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

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PART 1: INTRODUCTION

BASIC INFORMATION

1. Why is this Notice being provided?

The Court in charge of this case authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and all of your options before the Court decides whether to give final approval to the Settlement. This Notice summarizes the Settlement and explains your legal rights and options.

Judge John T. Copenhaver, Jr. of the United States District Court for the Southern District of West Virginia is overseeing this case. The case is known as *Good v. West Virginia-American Water Company*, No. 2:14-cv-01374. The people who sued are called the “Plaintiffs.” West Virginia-American Water Company, American Water Works Service Company, Inc. and American Water Works Company, Inc. (together called “American Water”), and Eastman Chemical Company (“Eastman”) are the “Defendants.”

2. What is the litigation about?

On January 9, 2014, a chemical leak into the Elk River at the Freedom Industries tank farm near Charleston caused over two hundred thousand residential and business water users served by West Virginia-American Water Company (“West Virginia American”) to be without tap water other than for toilet flushing and fire protection. Freedom Industries purchased the chemical, Crude MCHM, from Eastman. The class action lawsuit claims that American Water and Eastman could have prevented or avoided the event with better precautionary measures, compliance with applicable regulations and the use of reasonable care.

Portions of nine counties in West Virginia—more than 224,000 residents and 7,300 businesses—were affected by the water contamination.

American Water and Eastman strongly dispute the claims in the class action lawsuit and deny any fault or liability for the chemical leak or contamination of the drinking water.

3. What counties are included?

The Settlement includes portions of the following counties: Boone, Cabell (Salt Rock/Culloden area), Clay, Jackson, Kanawha, Lincoln, Logan, Putnam and Roane.

4. What is a class action?

In a class action, one or more people or companies (who are called “class representatives”) sue on behalf of themselves and other people with similar claims. In this case, there are 14 class representatives. All the people with similar claims are the proposed class or class members. When a class action is settled, the settlement resolves the claims for all class members, except for those who exclude themselves. Excluding yourself means that you will not receive any benefits from the Settlement. The process for excluding yourself is described in Question 30 of this Notice.

5. Why is there a Settlement?

The class representatives and their lawyers (“Settlement Class Counsel,” see Question 33) believe that the proposed Settlement is best for everyone who is affected. A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. This Settlement resolves the lawsuit without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

6. What are the benefits of the Settlement?

The Settlement will pay:

- Eligible Settlement Class Members,
- Attorneys' fees and expenses (*see* Question 34), and
- The cost of notice and compensation for a settlement administrator to oversee aspects of the Settlement.

Under the Settlement:

- West Virginia American will pay \$76 million to be used initially for simple set payments to residential households and businesses, and
- West Virginia American will pay up to an additional \$50 million for reimbursement and payment to:
 - businesses and residential households based on specific, documented losses,
 - residents who demonstrate medical claims resulting from the spill and contamination,
 - women who were pregnant at the time,
 - governmental entities based on specific documented losses, and
 - hourly workers who lost wages because their place of employment was shut down or partially shut down.
- Eastman will pay up to \$25 million for property damage and physical injury claims including simple payments to residential household and business claimants.
- West Virginia American (1) will not seek rate recovery from or through the Public Service Commission of West Virginia for response costs relating to the Freedom Chemical Spill; (2) will not seek rate recovery from or through the Public Service Commission of West Virginia for amounts paid pursuant to the final Amended Settlement Agreement; and (3) will work cooperatively with the West Virginia Bureau of Public Health for the purpose of entering into an agreement to provide for the reasonable use by the Bureau of Public Health during emergencies or other water quality investigations of Gas Chromatograph/Mass Spectrometer equipment at West Virginia American's Kanawha Valley Water Treatment Plant.
- The proceeds of the prior settlements reached in the *Good v. American Water Works Company, Inc.* action with Defendants Dennis Farrell (\$50,000) and Gary Southern (\$350,000), if approved by the Court, will be distributed by the Settlement Administrator in this Settlement to pay simple claim payments to Residential Households.
- A portion of the total amount paid by the Defendants will be used to pay attorneys' fees, litigation costs, and administrative expenses.

The Amended Settlement Agreement provides more details about the Settlement and is available at www.wvwaterclaims.com.

7. How will the Settlement Funds be distributed?

The Settlement Funds will be distributed according to the Settlement Fund Distribution Protocols document that is available at www.wvwaterclaims.com. The following is a summary of how the settlement funds will be distributed:

There are three mechanisms for determination of compensation and payment of eligible Settlement Class Members: (1) the Simple Claim Form Option providing set amount payments, (2) the Individual Review

Option providing reimbursement of documented losses, and (3) the Check Distribution Process providing a set payment for residential customers who do not otherwise make a claim.

The Simple Claim Form Option is available for Settlement Class Members who submit a Simple Claim Form for a Residential Household Claim or a Business Claim. Class Members who submit Simple Claim Forms will receive payment based on the Simple Claim Form and will not be required to submit documentation of specific losses. Eastman funds and then the American Water initial \$76 million contribution will be used to pay Class Members whose Simple Claim Forms are approved.

The Individual Review Option is available for Settlement Class Members who believe that their documented eligible losses exceed the amount of the Simple Claim Form payment. Individual review option Claimants will be required to submit reliable documentation to support their claimed losses and claimed losses that are not supported with such documentation will be denied. The Individual Review Option is available for Residential Claimants and Business Claimants (including governmental entities) that do not elect the Simple Claim Form Option. The Individual Review Option is also available for individuals who seek payment for medical expenses or personal injury or pregnancy claims or lost hourly wages. In the Summary Notice, these claims are described as “Documented Claims.”

Finally, after all Claim Forms are submitted and all Claimants are identified, the Settlement Administrator will identify any Residential Direct Customer Users who are on West Virginia American’s Customer List, who have confirmed addresses and who have not submitted either a Simple Claim Form or an Individual Review Option Claim Form. The Settlement Administrator will, subject to the guidance in the Settlement Fund Distribution Protocols, distribute checks to these residential direct customer users in an amount to be determined by the Settlement Fund Distribution Protocols, provided that there are sufficient funds available after paying all Simple Claim Form claims. If the claims exceed the amount available to pay simple claim payments or the amount available to pay individual review claims, respectively, the approved claims payments of that type will be reduced so that all valid claims of that type can be paid.

Benefits will not be distributed to Class Members until after the Court grants final approval to the Settlement and it becomes final after any appeals are resolved. If the parties all agree and can demonstrate to the Court that any appeals do not affect payments to Class Members, the Court may decide to allow payments to some Class Members while the appeals are pending.

WHO IS PART OF THE SETTLEMENT?

You need to decide whether you are included in the Settlement.

8. Who is included in the Settlement?

This Settlement includes residential households, businesses and workers (hourly wage earners):

Residential Households: Any resident of a residence provided tap water service from West Virginia American’s Kanawha Valley Water Treatment Plant (“KVTP”) on January 9, 2014.

Businesses: A business that operated at a property location provided tap water service from West Virginia American’s KVTP on January 9, 2014. Includes for-profit businesses, non-profit organizations and governmental entities.

Wage Earners: A person employed on January 9, 2014 at a Business that was Shut Down or Partially Shut Down as a result of the spill and contamination and who has documented lost hourly wages.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

The Settlement does not include: (1) American Water (including West Virginia American) and any affiliates of American Water and their officers, directors and employees; (2) Eastman and any affiliates of Eastman and their officers, directors, and employees; (3) Judicial officers assigned to this case and their immediate family members and associated court staff (other than court reporters) assigned to this case; (4) Settlement Class Counsel, and attorneys who have made an appearance for the Defendants in this case; (5) The Settlement Administrator, Notice Administrator, the guardian ad litem and other consultants and associated staff working on claims administration; and (6) anyone who excludes themselves from the Class (*see* Question 30).

9. What if I previously opted out or filed a case in State Court? Am I included?

Yes, you are included unless you decide to exclude yourself now (see Question 30). This Settlement is intended, to the greatest extent possible, to resolve all of the pending cases arising out of the Freedom Industries chemical spill and all existing and future claims. The Court earlier certified a class for litigation. The proposed certification described in this notice is for settlement, and you are included even if you chose to exclude yourself from the earlier class. If you don't want to be included in the settlement, you must exclude yourself from this new settlement class. All of the plaintiffs in the cases currently pending before this Court and the West Virginia Mass Litigation Panel ("MLP") in State Court are included in this Settlement unless they exclude themselves. Lead Counsel in the MLP cases (who are part of Settlement Class Counsel here) participated in the negotiation of this Settlement and fully support this Settlement.

10. Are people who owned a condo or rented or leased a property serviced by West Virginia American on January 9, 2014 included in the Settlement?

Yes, even if you do not receive a bill from West Virginia American, you are included if your residence or business was supplied with tap water from the KVTP on January 9, 2014.

11. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-855-829-8121 with questions or visit www.wvwaterclaims.com. You may also write with questions to WV Water Settlement Administrator, P.O. Box 4227, Charleston, WV 25364. You may also consult with your own attorney at your own expense.

PART 2: SETTLEMENT BENEFITS
OVERVIEW OF SETTLEMENT PROGRAM OPTIONS

12. What can I get from the Settlement?

The parties have estimated the likely amount that certain class members will receive if they choose to ask for a simple claim payment. However, the exact amount that any Class Member can receive through the Settlement depends on the specific nature of the claim that is made and on the total amount of the claims received by the Settlement Administrator. All claims submitted are subject to audit by the Settlement Administrator.

CLASSIFICATION	WHAT CAN YOU GET?	CLAIM FORM	MORE INFO
Residential Household	<u>Estimated Simple Claim Payment:</u> \$550 for household including first person in household plus \$180 for each additional person living in the household (including children) on January 9, 2014;	Simple	Questions 13 - 17
	OR	Residential Household Individual Review	
	<u>Reimbursement for:</u> documented losses for specific property damage, extra expenses, and discarded food.		
	<u>Eligible Residents in a residential household may also request payment for:</u> <u>Medical Claims:</u>	Individual Review for Medical Claims	
	<ul style="list-style-type: none"> • Out of pocket expenses and additional payment of \$750 for medical treatment after January 9, 2014 spill event • Higher payments for demonstrated permanent injury or wrongful death caused by exposure to or interruption in tap water 		
<u>Pregnancy Claims:</u>	Pregnancy Claim Individual Review		
<u>Wage Earner Claims</u>	See Below		
Business Governmental Entities	<u>Estimated Simple Claim Payment:</u> Eligible businesses and governmental entities and non profit organizations can get estimated payment of \$1,875; businesses ordered to Shut Down or Partially Shut Down are estimated to get up to \$41,875 (based on revenue); lodging businesses estimated to get up to \$64,000 (based on revenue).	Simple	Questions 18 - 22
	OR	Business Individual Review	
	<u>Reimbursement for:</u> documented losses for specific property damage, lost profits, lost inventory, and extra expenses. Governmental entities can also recover lost revenues.	OR Governmental Entity Individual Review	
Wage Earner	Recover documented lost hourly wages if your place of employment was Shut Down or Partially Shut Down because of the water contamination.	Wage Earner Individual Review	Question 23

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

RESIDENTIAL HOUSEHOLDS

13. How do I get a Residential Household payment?

You need to decide if you want a simple claim payment or if you want to provide documentation and request reimbursement for property damage, extra expenses, and discarded food. Only one claim of this type per household is allowed. You and other residents in your household can also file a claim for medical expenses or personal injury claims, or pregnancy claims and/or lost hourly wages.

- The Simple Claim Form Option is estimated to pay \$550 for the household including one person and \$180 for each additional person in your household. For example, if you had five people in your household on January 9, 2014 you could get a payment of \$1,270 (\$550 + (4 x \$180)). If you want to receive a simple claim payment you need to fill out and submit a Simple Residential Claim Form (*see* Question 27).
- The Individual Review Option will pay expenses the Household had and that you can prove by documentation (*see* Question 14). If you want to submit documents to prove your losses and request reimbursement of your reasonable expenses, you will need to fill out and submit a Residential Household Individual Review Claim Form.
- For medical expense or personal injury claims or pregnancy claims and/or lost hourly wages claims, you need to fill out and submit the Medical Individual Review Form and/or the Pregnancy Claim Individual Review Form and/or the Wage Earner Individual Review Form with your Residential Simple or Residential Individual Review Claim Form (*see* Questions 16, 17, and 23). You can seek your medical expenses or personal injury damages or pregnancy claim payment and/or your lost wages even if you don't file a claim for a simple claim payment or seek reimbursement of your documented residential household losses.

14. What type of Residential expenses can be reimbursed by the Settlement?

You can be reimbursed for reasonable documented costs related to:

- Property Damage - Repair/Replacement Costs: repair or replacement of any parts or other items associated with the residential water system that was due to the Freedom Chemical Spill. This includes hiring someone to clean and flush the water system as directed in the flushing guidelines provided by West Virginia American or as directed by any government office. You may also recover 50% of the cost of replacing an appliance including hot water heaters, dishwashers, washing machines, refrigerators, and humidifiers up to a maximum of \$750 per appliance. You can also recover the full cost of repairing or replacing CPAPs or similar breathing devices. **Time Period:** repair/replacement must have occurred between January 9, 2014 and February 18, 2014 (unless you can show a good reason for delaying the repair/replacement).
- Extra Expenses: such as costs for bottled water or other alternative water supplies, paper plates, plasticware, pre-prepared meals, sanitation supplies, restaurant expenses, water testing, alternative lodging and laundry expenses. **Time Period:** extra expenses must have occurred between January 9, 2014 and end of the Do Not Use Period for the Eligible Residential Location, unless you can show a good reason for continuing extra expenses. No extra expenses after February 1, 2014 will be eligible, except that documented bottled water or replacement water expenses are eligible if purchased through March 3, 2014.
- Discarded Food: food that you threw out as result of the Freedom Chemical Spill. **Time Period:** you must have purchased food on or before January 9, 2014 and discarded it during the Do Not Use Period for your Eligible Residential Location, unless you can show a good reason for discarding the

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

food later. No discarded food costs after February 1, 2014 will be eligible.

15. What is the Do Not Use Period?

The Do Not Use Period was the period of time when you were subject to the Do Not Use notice issued by West Virginia American that the tap water supplied from the KVTP should not be used other than for toilet flushing or fire protection. The Do Not Use Period differs based on the location of the Residence or Business but does not extend beyond January 18, 2014 for anyone in the Class.

16. What type of medical expenses or personal injury claims can be recovered under the Settlement?

The Settlement covers documented medical expenses for people who were treated for an injury/illness or death that was related to or caused by the exposure to tap water or the delay in water service that occurred during the Freedom Chemical Spill. The Distribution Protocols, available at www.wvwaterclaims.com or by calling 1-855-829-8121, provide additional details. The table on page 18 provides additional details about the medical benefits available in this Settlement.

Note: If any other entity (such as Medicare, Medicaid, a hospital, a health insurance company, or governmental entity) paid any medical expenses resulting from the illness or injury, they may have a medical cost repayment claim or lien against you. If this is the case, your Settlement payment may be delayed, reduced, or paid to the other entity in whole or in part unless other arrangements can be made.

17. How do I get a Pregnancy Claim payment?

The Settlement also provides benefits to women who were pregnant at the time of the Freedom Chemical Spill. If a pregnant woman has not made a claim for medical expenses or personal injury, she may complete an Individual Review Form for Pregnancy Claims and recover an estimated set payment of \$1,500. The Distribution Protocols, available at www.wvwaterclaims.com or by calling 1-855-829-8121, provide additional details.

BUSINESSES

18. How do I get a Business payment?

You first need to decide which type of business claim you want to make. You can receive a simple claim payment based on the type of business and its annual revenue. Or, if you want to provide documentation, you can receive reimbursement for property damage, lost profits, lost inventory, and extra expenses. Only one claim per Business location is allowed.

- Simple Claim Payment Option will be based on the category of the business and, as applicable, the revenues of the business (*see* Question 19). If you want to receive a simple claim payment you need to fill out and submit a Simple Business Claim Form.
- Individual Review Option for specific property damage requires documentation (*see* Question 22). If you want to request reimbursement of specific property damage, lost profits, lost inventory and extra expenses, you will need to fill out and submit a Business Individual Review Claim Form.

Please note that you are only eligible to receive a Business payment **or** a Residential Household payment, not both, if your business and home are located at the same address (except if an Eligible Location was a multi-use building that contained both businesses and residences on January 9, 2014). If your Business operated at multiple locations, however, you should submit a separate Claim Form for each Eligible Business Location.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

19. How much will my set business payment be?

The estimated amount of your simple claim payment will depend on the category of business you owned on January 9, 2014 and the amount of revenue as outlined below:

CATEGORY	ANNUAL REVENUE*	ESTIMATED PAYMENT
Business was Shut Down** or Partially Shut Down during the Do Not Use Period	Up to and including \$1 million	\$1,875 plus 4% of annual revenue
	Over \$1 million	\$41,875
Lodging***	Up to and including \$156,250	\$5,000
	Over \$156,250 up to and including \$2 million	3.2% of annual revenue
	Over \$2 million	\$64,000
Other (Not Shut Down or partially shut down)	Includes non-profit and governmental entities	\$1,875

*Adjusted on annual sales for 2013 or Substitute Revenue Data for the Eligible Business Location.

**A regulation or government agency required that you shut down all or part of your business during the Do Not Use period (see Question 22).

***Lodging Businesses include businesses that provide traveler accommodation and qualify to be classified under the NAICS prefix "721" (but does not include recreational vehicle parks or campgrounds).

20. If I represent a Governmental Entity, how do I get a payment?

Governmental entities have two claiming options:

- **Simple Claim Form:** Governmental entities may use the simple claim form for businesses to obtain the set payment amount applicable to businesses that were not shut down. See Question 19 above for the estimated payment amount.
- **Individual Review Option:** If the governmental entity wants to receive payment for specific property damage, extra expenses or lost revenues, the governmental entity must submit the Governmental Entity Individual Review Option Claim Form and supply supporting documentation. The requirements and costs that can be recovered are explained in Question 22.

21. What is an eligible business "Shut Down"?

"Shut Down" means that the Business was (i) conducted at a location where the Business making the Business Claim possessed a West Virginia Business Registration Certificate for the location that is the subject of the Business Claim and (ii) with respect to that location, was subject to a regulation requiring it to cease operations, or a direct order or instruction from a regulatory agency to cease the operations regulated by that regulatory agency, during the Do Not Use Period as a result of the Freedom Chemical Spill. A separate Business that operates at the same location as another Business and meets the definition of Shut Down is considered to have been Shut Down even if other separate Businesses operating in the same location were not Shut Down; however, an individual who leases space from a Business that was Shut Down but who does not have any ownership interest in the Business that was Shut Down does not meet the

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

definition of Shut Down under the Amended Settlement Agreement. A voluntary decision to cease or reduce operations does not meet the definition of “Shut Down” under this Settlement.

“Partially Shut Down” or “Partial Shut Down” means a Business that was Shut Down only with respect to certain activities conducted by the Business while other business activities continued (e.g., food service operations within a larger retail store).

22. What does reimbursement for Business and Governmental Entity Property Damage include?

If you had property damage as a result of the Freedom Chemical Spill you can get reimbursed for reasonable documented costs related to:

- Repair/Replacement: repair or replacement of any parts or other items associated with the Business water system that was due to the Freedom Chemical Spill. This includes hiring someone to clean and flush the water system as directed in the flushing guidelines provided by West Virginia American and/or to meet any applicable health department or other regulatory requirements. The Business may recover 75% of the paid cost of replacing any affected appliance or equipment used to operate the Business. **Time Period**: repair/replacement must have occurred between January 9, 2014 and February 18, 2014, unless the Business can show a good reason for delaying such repair/replacement.
- Lost Profits or Lost Revenues: businesses with property damage may recover lost profits. Governmental entities may also recover for lost revenues. **Time Periods**: Lost profits/revenues will be limited to: (a) the period January 9, 2014 through March 31, 2014 for Businesses that were Shut Down; (b) the period January 9, 2014 through March 31, 2014 for Businesses that were Partially Shut Down with respect to Lost Profits attributable to the portion of the Business that was Partially Shut Down; (c) the period January 9, 2014 through February 24, 2014 for all other Businesses. Lost profits/revenues for a time period beyond mandatory shutdown and for Businesses not subject to mandatory shutdown will be determined on a case by case basis as discussed in more detail in the Distribution Protocols.
- Lost Inventory: If you had to stop operations as a result of a health department or other regulatory direction you may receive the value of inventory that had to be destroyed or discarded. This covers inventory that was not usable as a result of the business closure. **Time Period**: Lost Inventory must have been on hand during the Do Not Use Period and must have been discarded or destroyed within one week of the Business resuming operations, unless the Business can demonstrate a specific good reason for delayed loss or destruction of such inventory.
- Extra Expenses: A Business or governmental entity may recover costs paid for the Property Damage along with the reasonable and actual cost paid to support additional losses, such as bottled water or other substitute water supplies or alternative cleaning supplies (does not require water) during the Do Not Use Period. **Time Period**: Extra expenses must have occurred during the Do Not Use Period (unless the Business can demonstrate a specific good reason for delayed extra expenses). Documented bottled water or other replacement water bought through March 3, 2014 is eligible for recovery. No payment may be made for extra expenses incurred after March 3, 2014.

WAGE EARNERS

23. How do I get a Wage Earner payment?

You can recover lost wages if you were an hourly worker on January 9, 2014 and were prevented from working because your place of employment was Shut Down or Partially Shut Down as a result of the

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

Freedom Chemical Spill. Salaried workers are not eligible for a payment from the Settlement. You can only recover lost wages if you were scheduled to work during the period your place of employment was Shut Down or Partially Shut Down and you did not otherwise make up the lost wages. Restaurant workers and other workers who are paid tips will be reimbursed at no less than minimum wage. **Time Period:** You can only recover wages that were lost during the period of Shut Down or Partial Shut Down for the Eligible Business Location.

You will need to fill out and submit an Individual Review Claim Form for Wage Earners to request a payment from the Settlement. Your recovery may be reduced if the total claims payable to wage earners exceed \$4 million, which is the amount allowed in the Settlement for payment of wage earner claims.

PART 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT

24. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, you will give up your right to sue American Water and Eastman and related parties for the claims being resolved by this Settlement unless you exclude yourself from the Settlement.

Section 9 of the Amended Settlement Agreement contains the complete text and details of what Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Amended Settlement Agreement is available at www.wvwaterclaims.com. If you have any questions about what this means you can talk to the law firms listed in Question 33 for free or you can talk to your own lawyer at your own expense.

25. Am I releasing any personal injury or wrongful death claims if I remain in the Settlement?

Yes. The Settlement does release any personal injury claims you may have, now or in the future. This means you cannot sue American Water or Eastman for any future personal injuries claimed to be related to the Freedom Chemical Spill.

HOW TO GET A PAYMENT

26. How do I get Settlement benefits?

To get benefits, you will need to fill out and complete the appropriate claim form. Claim forms are available at www.wvwaterclaims.com or by calling 1-855-829-8121. You can file a claim online or by mail. The deadline to file a claim is **Month 00, 2017**.

27. Is it better if I file a Simple Claim Form?

That depends. You should file a Residential Household Individual Review Claim Form or Business Individual Review Claim Form if the recoverable damages you can prove you suffered are higher than the amount you can receive through filing a Simple Claim Form for a set payment. You can determine the estimated amount you will receive for the simple claim payment (*see* Questions 13 and 19 above). If the Settlement Administrator determines that your recoverable damages are lower than the amount you can receive through filing a Simple Claim Form, you will be contacted to supplement your claim and re-submit your Residential Household Individual Review Claim Form. If you do not respond to the request, you will only be eligible to get a simple claim payment. If you have questions on which claim form you should file, contact the Settlement Administrator for assistance by calling 1-855-829-8121 or submit a question at www.wvwaterclaims.com.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

28. What if my claim is denied or I am not satisfied with my payment?

The Settlement provides a process to resolve disagreements about how much money you should get. You will get further details in the letter you receive after your claim has been processed. If your claim is denied, or if you are not satisfied with the amount of your payment, you may file an appeal for a second review. If you are not satisfied with the amount of your payment after the second review, you may appeal that decision to the Appeal Adjudicator. The decision of the Appeal Adjudicator is final. The Appeal process is described more fully in the Amended Settlement Agreement, which are available at www.wvwaterclaims.com.

29. If I receive a payment, will it be taxable?

Receiving Settlement benefits might have tax consequences for you. You should consult your own tax advisor at your own expense to determine any federal, state, local or foreign tax consequences that could result from receiving Settlement benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive benefits from this Settlement, and you want to retain the right to sue Defendants about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You can do this by asking to be excluded from – or “opting out” of – the Settlement. If you wish to exclude yourself from this Settlement, you must act to do so even if you previously opted out of the earlier litigation class certification.

30. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Settlement Administrator. Your request must include:

- Your name, mailing address, email address (if any) and telephone number;
- Location of the Residence or Business that was serviced by KVTP on January 9, 2014;
- Identification of the position of authority for the person submitting the Opt Out for a Business;
- A statement regarding whether you intend to bring a separate claim against American Water or Eastman;
- Your signature; and
- Date.

You must mail your exclusion request, postmarked no later than **Month 00, 2017**, to WV Water Litigation Opt Outs, [Address, City, ST 00000].

31. If I do not exclude myself, can I sue American Water and Eastman for the same thing later?

No, unless you exclude yourself, you give up the right to sue American Water or Eastman for all of the claims that this Settlement resolves. If you want to maintain your own lawsuit relating to the claims released by the Settlement, then you must exclude yourself by **Month 00, 2017**.

32. If I exclude myself, can I still get benefits from this Settlement?

No. If you exclude yourself, you will not be eligible for any money from the Settlement.

THE LAWYERS REPRESENTING YOU

33. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Settlement Class Counsel.” They include the lawyers who served as Class Counsel for the certified class in *Good v. American Water Works Company, Inc.*:

Stuart Calwell The Calwell Practice, LC 500 Randolph Street Charleston, WV 25302	Van Bunch Bonnett, Fairbourn, Friedman and Balint P.C. 2325 E. Camelback Rd. Suite 300 Phoenix, AZ 85016	Kevin Thompson Thompson Barney 2030 Kanawha Boulevard East Charleston, WV 25311
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Class Counsel in *Good v. American Water Works Company, Inc.*, are Lead Settlement Class Counsel in this Settlement. The Mass Litigation Panel (“MLP”) appointed lawyers to be Lead Counsel in the proceedings before it in West Virginia state court:

Anthony J. Majestro Powell & Majestro, PLLC 405 Capitol Street Suite P-1200 Charleston, WV 25301	Benjamin L. Bailey Bailey Glasser LLP 209 Capitol Street Charleston, WV 25301	Marvin W. Masters The Master Law Firm L.C. 181 Summers Street Charleston, WV 25301
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These MLP Lead Counsel lawyers participated in the negotiation of the settlement as Settlement Class Counsel and fully join in recommending approval of the Settlement.

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

34. How will the lawyers be paid?

At the upcoming final fairness hearing, Settlement Class Counsel will ask the Court to reimburse them for (a) certain costs and expenses and (b) attorneys’ fees based on their services in achieving and administering this Settlement. Attorneys fees will not exceed 25% of the total funds distributed from the \$76 million contribution from West Virginia American Water and of the \$25 million contribution from Eastman. The attorney fee request will also include 25% of the amount needed to pay Class Members who submit a valid Individual Review Claim Form once the initial \$101 million in funds are exhausted. Attorneys representing Claimants in the Individual Review Option may earn up to 15% of the award as a contingent fee from a Claimant, provided that the net payment to the Claimant must exceed the applicable Simple Claim Amount. Attorneys may not charge for processing Simple Claim Forms, except that attorneys representing individual Business Claimants with 2013 Annual Revenue in excess of \$100,000, may earn up to 15% of the amount awarded for a Simple Claim if it was necessary to analyze the claim as an Individual Review Option claim to determine whether the claimant should file a Simple Claim or an Individual Review Option claim.

Class Counsel also will request awards be paid to the Class Representatives who worked with the Class Counsel on behalf of the entire Class. For the Settlement Class Representatives in the *Good* Action, Class Counsel will request an award of \$15,000 each. For the Class Representatives in the Second Consolidated Amended Class Action in the MLP action, Class Counsel will request an award of \$10,000 each.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

Any payment for attorneys' fees and costs or expenses requires Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus the costs to provide notice and to administer the Settlement, will come out of the total Settlement Fund.

OBJECTING TO THE SETTLEMENT

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

35. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement, you can object to it if you do not like some part of it. The Court will consider your views. To object to the Settlement, you or your attorney must submit your written objection to the Court. Your objection must include the following:

- Your name, mailing address, and telephone number;
- A statement saying that you "object to the Settlement in *Good v. West Virginia-American Water Company*, No. 2:14-cv-01374";
- A detailed statement of your objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority you want to bring to the Court's attention;
- A statement that you have reviewed the Settlement Class definition and have not Opted Out of the Settlement Class, and any other supporting papers, materials, or briefs you want the Court to consider when reviewing the objection, including information sufficient to demonstrate that you are in fact a Settlement Class Member; and
- Your signature and date.

In addition, if you intend to appear at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (*see* Question 38 below).

You must mail your objection to the Court at the address below postmarked no later than **Month 00, 2017**:

COURT
Clerk of the Court [Address]

36. What is the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement or want it to say something different. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement, and you do not want to receive any Settlement benefits. If you exclude yourself, you will not receive any settlement benefits and you have no basis to object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will determine if you are allowed to speak if you request to do so (*see* Question 39).

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

The Court will hold the Fairness Hearing at XX:00 x.m. on **Month 00, 2017**, at the United States District Court for the Southern District of West Virginia, located at _____. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.wvwaterclaims.com or call 1-855-829-8121. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. The Court will then decide whether to approve the Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Class Counsel (*see* Question 34) at the Fairness Hearing.

38. Do I have to attend the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

39. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Good v. West Virginia-American Water Company*, No. 2:14-cv-01374." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **Month 00, 2017**, and sent to the address listed in Question 35.

GETTING MORE INFORMATION

40. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Amended Settlement Agreement and the exhibits to that Agreement. You can get a copy of the Amended Settlement Agreement at www.wvwaterclaims.com. You also may write with questions to WV Water Settlement Administrator, P.O. Box 4227, Charleston, WV 25364 or call 1-855-829-8121.

TYPE OF MEDICAL CLAIM	TIME OF EXPOSURE	WHEN ILLNESS OCCURRED	PROOF REQUIRED (FURTHER DETAILS IN DISTRIBUTION PROTOCOLS)	BENEFITS
Contemporaneous Medical Treatment: <ul style="list-style-type: none"> Treated for illness/injury* Medical expenses up to and including \$5,000 	January 9, 2014 – February 15, 2014	January 9, 2014 – February 15, 2014	Medical Records	Up to \$5,000 to reimburse out of pocket medical expenses plus \$750
Other Medical Issues (serious injury, illness or death) <ul style="list-style-type: none"> Treated for illness/injury Medical expenses over \$5,000 	January 9, 2014 – February 28, 2014	January 9, 2014 – February 28, 2014	Medical Records plus Sworn statement from qualified medical expert that condition was related to exposure to tap water	<ul style="list-style-type: none"> Proven injury or illness = a payment equal to four times past medical costs plus \$5,000 per night of hospitalization for proven injury or diagnosis. Permanent visual impairment (one that cannot be corrected by glasses) = (a) a base payment of \$6,000 times the Vision Impairment Rating percentage in the American Medical Association’s Guides to the Evaluation of Permanent Impairment (5th Ed.) related to the water contamination event, with the total payment under this subsection (a) not to exceed \$300,000 after accounting for all adjustments; (b) plus two times past medical costs you had for proven permanent visual impairment. Death = (a) a base payment of \$290,000, adjusted upwards by \$10,000 for every year under age 66 and downwards by \$10,000 for every year over 66, with the total payment under this subsection (a) not to exceed \$500,000 after accounting for all adjustments; (b) plus four times past medical costs you had for proven injury or illness that caused the wrongful death; (c) up to a total maximum of \$750,000 for both (a) and (b).

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

				<ul style="list-style-type: none"> Permanent Total Occupational Disability = a base payment of \$380,000, adjusted upwards by \$10,000 for every year under age 62 and downwards by \$10,000 for every year over age 62, with the total payment under this subsection (a) not to exceed \$750,000 after accounting for all adjustments; (b) plus five times past medical costs you had for the injury or illness that caused the total occupational disability; (c) up to a total maximum of \$1,000,000 for both (a) and (b).
<p>Water Interruption Medical Issues</p> <ul style="list-style-type: none"> Treated for pre-existing chronic illness or condition that was delayed solely because of water interruption at the medical service provider’s facility during the applicable Do Not Use Period. Medical expenses over \$5,000 	January 9, 2014 – February 28, 2014	January 9, 2014 – February 28, 2014	<p>Medical Records plus Sworn statement from qualified medical expert that condition was related to treatment delay from water interruption</p>	Same as Other Medical Issues Benefits

* Includes skin rash or dermatitis, eye irritations, gastro-intestinal or respiratory distress or flu like illness. “Emotional distress” alone, without an accompanying physical injury, does not qualify.

EXHIBIT 8

Legal Notice



**Settlement Pays Residential Households \$550 (estimated) or More
 Businesses Can Get \$1,875 (estimated) or More
 Documented Medical or Injury Claim Recovery
 Workers Reimbursed for Lost Hourly Wages**

Classification	What can you get?
<p>Residential Households that were supplied with tap water on January 9, 2014 from West Virginia American’s Kanawha Valley Water Treatment Plant (“KVTP”) that was contaminated by the Freedom Industry Spill.</p> <p>Includes people who owned or rented condos, apartments, and houses.</p>	<p>(1) <u>Simple Payment Option</u>: \$550 (estimated) for first person in household plus \$180 for each additional person. Can also file for medical claims, pregnancy claims, and lost hourly wages.</p> <p style="text-align: center;">OR</p> <p>(2) <u>Documented Loss Payment Option</u>: <u>Property damage</u>: repair/replacement of water system components, hot water heaters, dishwashers, humidifiers, CPAPs and other appliances. <u>Extra expenses</u>: bottled water, tableware, pre-prepared foods, discarded food, baby wipes, plastic ware, travel and substitute lodging.</p> <p style="text-align: center;">AND</p> <p>(3) <u>Medical claims</u> (separate claim form): (a) Out of pocket expenses and additional payment of \$750 for medical treatment for January 9, 2014 spill event and (b) Higher payments for demonstrated permanent injury or wrongful death caused by exposure to or interruption in tap water.</p>
<p>Businesses (including non-profits and government entities) that owned or leased property supplied with tap water by KVTP on January 9, 2014.</p>	<p>(1) <u>Simple Payment Option</u>: Businesses ordered to shut down will get up to \$41,875 (estimated based on revenue). Lodging businesses will get up to \$64,000 (estimated based on revenue). Other businesses, non-profits and governmental entities will get \$1,875 (estimated).</p> <p style="text-align: center;">OR</p> <p>(2) <u>Documented Payment Option</u>: lost profits, lost revenues for government entities, repair/replacement, lost inventory, bottled water,</p>

Legal Notice

	extra expenses.
Workers who lost hourly wages	Recover documented lost hourly wages if your place of employment was shut down or partially shut down because of water contamination.

How it Works:



Visit the website or call to learn more about the Settlement.



If you were impacted by the Freedom Chemical Spill you need to decide what to do.

You can file a claim, object to or exclude yourself from the Settlement (earliest deadline - Month 00, 2017). You can also hire your own attorney.



File a claim to get a payment.

If you do not exclude yourself from the Settlement you cannot

separately sue American Water or Eastman for the claims in this Settlement.



Payments will be made if the Court approves the Settlement after a fairness hearing on **Month 00, 2017.**

Attorneys to ask for up to 25% of the Settlement Funds as fees.

EXHIBIT 9

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

West Virginia Water Contamination Settlement

Settlement will pay up to \$151 million to residents, businesses, and workers in Boone, Cabell, Clay, Jackson, Kanawha, Lincoln, Logan, Putnam and Roane counties

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- West Virginia-American Water Company, American Water Works Service Company, Inc. and American Water Works Company, Inc., and Eastman Chemical Company have reached a Settlement involving the January 9, 2014 event that contaminated the drinking water source for portions of nine counties.
- West Virginia American Water and Eastman have agreed to pay:
 - Residential households either a simple claim payment or reimbursement for documented property damage, extra expenses, and discarded food;
 - Residents who demonstrate medical treatment or physical injury resulting from the water contamination;
 - Businesses either a simple claim payment or reimbursement for documented property damage, lost profits, lost inventory, and extra expenses;
 - Workers at businesses shut down or partially shut down who have documented lost hourly wages;
 - Women who were pregnant at the time; and
 - Governmental entities either a simple claim payment or reimbursement for documented property damage, lost revenue, and extra expenses.
- Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR RIGHTS AND CHOICES	
File a Claim	This is the <u>only</u> way to make sure you get any money from the Settlement.
Object	If you don't like the Settlement, you can write to the Court and explain why.
Exclude Yourself	You can ask to get out (opt out) of the proposed Settlement. If you do this, you cannot get any money from the Settlement, but you keep any right to sue West Virginia American Water and Eastman about the water contamination event.
Go to Fairness Hearing	You can ask to speak in Court about the fairness of the Settlement. You can only do this if you do not opt out.
Do Nothing	You may not be able to get any money from the Settlement and you give up the right to sue West Virginia American Water and Eastman about the issues in the lawsuit.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- This Notice is only a summary of the Amended Settlement Agreement and your rights. Capitalized terms are defined terms in the Amended Settlement Agreement, which is available at www.wvwaterclaims.com. You are encouraged to carefully review the complete Amended Settlement Agreement.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

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QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

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PART 1: INTRODUCTION

BASIC INFORMATION

1. Why is this Notice being provided?

The Court in charge of this case authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and all of your options before the Court decides whether to give final approval to the Settlement. This Notice summarizes the Settlement and explains your legal rights and options.

Judge John T. Copenhaver, Jr. of the United States District Court for the Southern District of West Virginia is overseeing this case. The case is known as *Good v. West Virginia-American Water Company*, No. 2:14-cv-01374. The people who sued are called the “Plaintiffs.” West Virginia-American Water Company, American Water Works Service Company, Inc. and American Water Works Company, Inc. (together called “American Water”), and Eastman Chemical Company (“Eastman”) are the “Defendants.”

2. What is the litigation about?

On January 9, 2014, a chemical leak into the Elk River at the Freedom Industries tank farm near Charleston caused over two hundred thousand residential and business water users served by West Virginia-American Water Company (“West Virginia American”) to be without tap water other than for toilet flushing and fire protection. Freedom Industries purchased the chemical, Crude MCHM, from Eastman. The class action lawsuit claims that American Water and Eastman could have prevented or avoided the event with better precautionary measures, compliance with applicable regulations and the use of reasonable care.

Portions of nine counties in West Virginia—more than 224,000 residents and 7,300 businesses—were affected by the water contamination.

American Water and Eastman strongly dispute the claims in the class action lawsuit and deny any fault or liability for the chemical leak or contamination of the drinking water.

3. What counties are included?

The Settlement includes portions of the following counties: Boone, Cabell (Salt Rock/Culloden area), Clay, Jackson, Kanawha, Lincoln, Logan, Putnam and Roane.

4. What is a class action?

In a class action, one or more people or companies (who are called “class representatives”) sue on behalf of themselves and other people with similar claims. In this case, there are 14 class representatives. All the people with similar claims are the proposed class or class members. When a class action is settled, the settlement resolves the claims for all class members, except for those who exclude themselves. Excluding yourself means that you will not receive any benefits from the Settlement. The process for excluding yourself is described in Question 30 of this Notice.

5. Why is there a Settlement?

The class representatives and their lawyers (“Settlement Class Counsel,” *see* Question 33) believe that the proposed Settlement is best for everyone who is affected. A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. This Settlement resolves the lawsuit without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

6. What are the benefits of the Settlement?

The Settlement will pay:

- Eligible Settlement Class Members,
- Attorneys' fees and expenses (*see* Question 34), and
- The cost of notice and compensation for a settlement administrator to oversee aspects of the Settlement.

Under the Settlement:

- West Virginia American will pay \$76 million to be used initially for simple set payments to residential households and businesses, and
- West Virginia American will pay up to an additional \$50 million for reimbursement and payment to:
 - businesses and residential households based on specific, documented losses,
 - residents who demonstrate medical claims resulting from the spill and contamination,
 - women who were pregnant at the time,
 - governmental entities based on specific documented losses, and
 - hourly workers who lost wages because their place of employment was shut down or partially shut down.
- Eastman will pay up to \$25 million for property damage and physical injury claims including simple payments to residential household and business claimants.
- West Virginia American (1) will not seek rate recovery from or through the Public Service Commission of West Virginia for response costs relating to the Freedom Chemical Spill; (2) will not seek rate recovery from or through the Public Service Commission of West Virginia for amounts paid pursuant to the final Amended Settlement Agreement; and (3) will work cooperatively with the West Virginia Bureau of Public Health for the purpose of entering into an agreement to provide for the reasonable use by the Bureau of Public Health during emergencies or other water quality investigations of Gas Chromatograph/Mass Spectrometer equipment at West Virginia American's Kanawha Valley Water Treatment Plant.
- The proceeds of the prior settlements reached in the *Good v. American Water Works Company, Inc.* action with Defendants Dennis Farrell (\$50,000) and Gary Southern (\$350,000), if approved by the Court, will be distributed by the Settlement Administrator in this Settlement to pay simple claim payments to Residential Households.
- A portion of the total amount paid by the Defendants will be used to pay attorneys' fees, litigation costs, and administrative expenses.

The Amended Settlement Agreement provides more details about the Settlement and is available at www.wvwaterclaims.com.

7. How will the Settlement Funds be distributed?

The Settlement Funds will be distributed according to the Settlement Fund Distribution Protocols document that is available at www.wvwaterclaims.com. The following is a summary of how the settlement funds will be distributed:

There are three mechanisms for determination of compensation and payment of eligible Settlement Class Members: (1) the Simple Claim Form Option providing set amount payments, (2) the Individual Review

Option providing reimbursement of documented losses, and (3) the Check Distribution Process providing a set payment for residential customers who do not otherwise make a claim.

The Simple Claim Form Option is available for Settlement Class Members who submit a Simple Claim Form for a Residential Household Claim or a Business Claim. Settlement Class Members who submit Simple Claim Forms will receive payment based on the Simple Claim Form and will not be required to submit documentation of specific losses. Eastman funds and then the American Water initial \$76 million contribution will be used to pay Settlement Class Members whose Simple Claim Forms are approved.

The Individual Review Option is available for Settlement Class Members who believe that their documented eligible losses exceed the amount of the Simple Claim Form payment. Individual review option Claimants will be required to submit reliable documentation to support their claimed losses and claimed losses that are not supported with such documentation will be denied. The Individual Review Option is available for Residential Claimants and Business Claimants (including governmental entities) that do not elect the Simple Claim Form Option. The Individual Review Option is also available for individuals who seek payment for medical expenses or personal injury or pregnancy claims or lost hourly wages. In the Summary Notice, these claims are described as “Documented Claims.”

Finally, after all Claim Forms are submitted and all Claimants are identified, the Settlement Administrator will identify any Residential Direct Customer Users who are on West Virginia American’s Customer List, who have confirmed addresses and who have not submitted either a Simple Claim Form or an Individual Review Option Claim Form. The Settlement Administrator will, subject to the guidance in the Settlement Fund Distribution Protocols, distribute checks to these residential direct customer users in an amount to be determined by the Settlement Fund Distribution Protocols, provided that there are sufficient funds available after paying all Simple Claim Form claims. If the claims exceed the amount available to pay simple claim payments or the amount available to pay individual review claims, respectively, the approved claims payments of that type will be reduced so that all valid claims of that type can be paid.

Benefits will not be distributed to Settlement Class Members until after the Court grants final approval to the Settlement and it becomes final after any appeals are resolved. If the parties all agree and can demonstrate to the Court that any appeals do not affect payments to Settlement Class Members, the Court may decide to allow payments to some Settlement Class Members while the appeals are pending.

WHO IS PART OF THE SETTLEMENT?

You need to decide whether you are included in the Settlement.

8. Who is included in the Settlement?

This Settlement includes residential households, businesses and workers (hourly wage earners):

Residential Households: Any resident of a residence provided tap water service from West Virginia American’s Kanawha Valley Water Treatment Plant (“KVTP”) on January 9, 2014.

Businesses: A business that operated at a property location provided tap water service from West Virginia American’s KVTP on January 9, 2014. Includes for-profit businesses, non-profit organizations and governmental entities.

Wage Earners: A person employed on January 9, 2014 at a Business that was Shut Down or Partially Shut Down as a result of the spill and contamination and who has documented lost hourly wages.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

The Settlement does not include: (1) American Water (including West Virginia American) and any affiliates of American Water and their officers, directors and employees; (2) Eastman and any affiliates of Eastman and their officers, directors, and employees; (3) Judicial officers assigned to this case and their immediate family members and associated court staff (other than court reporters) assigned to this case; (4) Settlement Class Counsel, and attorneys who have made an appearance for the Defendants in this case; (5) The Settlement Administrator, Notice Administrator, the guardian ad litem and other consultants and associated staff working on claims administration; and (6) anyone who excludes themselves from the Class (*see* Question 30).

9. What if I previously opted out or filed a case in State Court? Am I included?

Yes, you are included unless you decide to exclude yourself now (see Question 30). This Settlement is intended, to the greatest extent possible, to resolve all of the pending cases arising out of the Freedom Industries chemical spill and all existing and future claims. The Court earlier certified a class for litigation. The proposed certification described in this notice is for settlement, and you are included even if you chose to exclude yourself from the earlier class. If you don't want to be included in the settlement, you must exclude yourself from this new settlement class. All of the plaintiffs in the cases currently pending before this Court and the West Virginia Mass Litigation Panel ("MLP") in State Court are included in this Settlement unless they exclude themselves. Lead Counsel in the MLP cases (who are part of Settlement Class Counsel here) participated in the negotiation of this Settlement and fully support this Settlement.

10. Are people who owned a condo or rented or leased a property serviced by West Virginia American on January 9, 2014 included in the Settlement?

Yes, even if you do not receive a bill from West Virginia American, you are included if your residence or business was supplied with tap water from the KVTP on January 9, 2014.

11. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-855-829-8121 with questions or visit www.wvwaterclaims.com. You may also write with questions to WV Water Settlement Administrator, P.O. Box 4227, Charleston, WV 25364. You may also consult with your own attorney at your own expense.

PART 2: SETTLEMENT BENEFITS
OVERVIEW OF SETTLEMENT PROGRAM OPTIONS

12. What can I get from the Settlement?

The parties have estimated the likely amount that certain Settlement Class Members will receive if they choose to ask for a simple claim payment. However, the exact amount that any Settlement Class Member can receive through the Settlement depends on the specific nature of the claim that is made and on the total amount of the claims received by the Settlement Administrator. All claims submitted are subject to audit by the Settlement Administrator.

CLASSIFICATION	WHAT CAN YOU GET?	CLAIM FORM	MORE INFO
<p>Residential Household</p>	<p><u>Estimated Simple Claim Payment:</u> \$550 for household including first person in household plus \$180 for each additional person living in the household (including children) on January 9, 2014;</p>	<p>Simple</p>	<p>Questions 13 - 17</p>
	<p>OR</p> <p><u>Reimbursement for:</u> documented losses for specific property damage, extra expenses, and discarded food.</p>	<p>Residential Household Individual Review</p>	
	<p><u>Eligible Residents in a residential household may also request payment for:</u></p> <p><u>Medical Claims:</u></p> <ul style="list-style-type: none"> • Out of pocket expenses and additional payment of \$750 for medical treatment after January 9, 2014 spill event • Higher payments for demonstrated permanent injury or wrongful death caused by exposure to or interruption in tap water 	<p>Individual Review for Medical Claims</p>	
	<p><u>Pregnancy Claims:</u></p> <ul style="list-style-type: none"> • Payment of \$1,500 for women who were pregnant on January 9, 2014 and are not making other medical claims. 	<p>Pregnancy Claim Individual Review</p>	
	<p><u>Wage Earner Claims</u></p>	<p>See Below</p>	
<p>Business Governmental Entities</p>	<p><u>Estimated Simple Claim Payment:</u> Eligible businesses and governmental entities and non profit organizations can get estimated payment of \$1,875; businesses ordered to Shut Down or Partially Shut Down are estimated to get up to \$41,875 (based on revenue); lodging businesses estimated to get up to \$64,000 (based on revenue).</p> <p style="text-align: center;">OR</p> <p><u>Reimbursement for:</u> documented losses for specific property damage, lost profits, lost inventory, and extra expenses.</p> <p>Governmental entities can also recover lost revenues.</p>	<p>Simple</p>	<p>Questions 18 - 22</p>
		<p>Business Individual Review</p> <p style="text-align: center;">OR</p> <p>Governmental Entity Individual Review</p>	
<p>Wage Earner</p>	<p>Recover documented lost hourly wages if your place of employment was Shut Down or Partially Shut Down because of the water contamination.</p>	<p>Wage Earner Individual Review</p>	<p>Question 23</p>

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

RESIDENTIAL HOUSEHOLDS

13. How do I get a Residential Household payment?

You need to decide if you want a simple claim payment or if you want to provide documentation and request reimbursement for property damage, extra expenses, and discarded food. Only one claim of this type per household is allowed. You and other residents in your household can also file a claim for medical expenses or personal injury claims, or pregnancy claims and/or lost hourly wages.

- The Simple Claim Form Option is estimated to pay \$550 for the household including one person and \$180 for each additional person in your household. For example, if you had five people in your household on January 9, 2014 you could get a payment of \$1,270 (\$550 + (4 x \$180)). If you want to receive a simple claim payment you need to fill out and submit a Simple Residential Claim Form (*see* Question 27).
- The Individual Review Option will pay expenses the Household had and that you can prove by documentation (*see* Question 14). If you want to submit documents to prove your losses and request reimbursement of your reasonable expenses, you will need to fill out and submit a Residential Household Individual Review Claim Form.
- For medical expense or personal injury claims or pregnancy claims and/or lost hourly wages claims, you need to fill out and submit the Medical Individual Review Form and/or the Pregnancy Claim Individual Review Form and/or the Wage Earner Individual Review Form with your Residential Simple or Residential Individual Review Claim Form (*see* Questions 16, 17, and 23). You can seek your medical expenses or personal injury damages or pregnancy claim payment and/or your lost wages even if you don't file a claim for a simple claim payment or seek reimbursement of your documented residential household losses.

14. What type of Residential expenses can be reimbursed by the Settlement?

You can be reimbursed for reasonable documented costs related to:

- Property Damage - Repair/Replacement Costs: repair or replacement of any parts or other items associated with the residential water system that was due to the Freedom Chemical Spill. This includes hiring someone to clean and flush the water system as directed in the flushing guidelines provided by West Virginia American or as directed by any government office. You may also recover 50% of the cost of replacing an appliance including hot water heaters, dishwashers, washing machines, refrigerators, and humidifiers up to a maximum of \$750 per appliance. You can also recover the full cost of repairing or replacing CPAPs or similar breathing devices. **Time Period:** repair/replacement must have occurred between January 9, 2014 and February 18, 2014 (unless you can show a good reason for delaying the repair/replacement).
- Extra Expenses: such as costs for bottled water or other alternative water supplies, paper plates, plasticware, pre-prepared meals, sanitation supplies, restaurant expenses, water testing, alternative lodging and laundry expenses. **Time Period:** extra expenses must have occurred between January 9, 2014 and end of the Do Not Use Period for the Eligible Residential Location, unless you can show a good reason for continuing extra expenses. No extra expenses after February 1, 2014 will be eligible, except that documented bottled water or replacement water expenses are eligible if purchased through March 3, 2014.
- Discarded Food: food that you threw out as result of the Freedom Chemical Spill. **Time Period:** you must have purchased food on or before January 9, 2014 and discarded it during the Do Not Use Period for your Eligible Residential Location, unless you can show a good reason for discarding the

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

food later. No discarded food costs after February 1, 2014 will be eligible.

15. What is the Do Not Use Period?

The Do Not Use Period was the period of time when you were subject to the Do Not Use notice issued by West Virginia American that the tap water supplied from the KVTP should not be used other than for toilet flushing or fire protection. The Do Not Use Period differs based on the location of the Residence or Business but does not extend beyond January 18, 2014 for anyone in the Class.

16. What type of medical expenses or personal injury claims can be recovered under the Settlement?

The Settlement covers documented medical expenses for people who were treated for an injury/illness or death that was related to or caused by the exposure to tap water or the delay in water service that occurred during the Freedom Chemical Spill. The Distribution Protocols, available at www.wvwaterclaims.com or by calling 1-855-829-8121, provide additional details. The table on page 18 provides additional details about the medical benefits available in this Settlement.

Note: If any other entity (such as Medicare, Medicaid, a hospital, a health insurance company, or governmental entity) paid any medical expenses resulting from the illness or injury, they may have a medical cost repayment claim or lien against you. If this is the case, your Settlement payment may be delayed, reduced, or paid to the other entity in whole or in part unless other arrangements can be made.

17. How do I get a Pregnancy Claim payment?

The Settlement also provides benefits to women who were pregnant at the time of the Freedom Chemical Spill. If a pregnant woman has not made a claim for medical expenses or personal injury, she may complete an Individual Review Form for Pregnancy Claims and recover an estimated set payment of \$1,500. The Distribution Protocols, available at www.wvwaterclaims.com or by calling 1-855-829-8121, provide additional details.

BUSINESSES

18. How do I get a Business payment?

You first need to decide which type of business claim you want to make. You can receive a simple claim payment based on the type of business and its annual revenue. Or, if you want to provide documentation, you can receive reimbursement for property damage, lost profits, lost inventory, and extra expenses. Only one claim per Business location is allowed.

- Simple Claim Payment Option will be based on the category of the business and, as applicable, the revenues of the business (*see* Question 19). If you want to receive a simple claim payment you need to fill out and submit a Simple Business Claim Form.
- Individual Review Option for specific property damage requires documentation (*see* Question 22). If you want to request reimbursement of specific property damage, lost profits, lost inventory and extra expenses, you will need to fill out and submit a Business Individual Review Claim Form.

Please note that you are only eligible to receive a Business payment **or** a Residential Household payment, not both, if your business and home are located at the same address (except if an Eligible Location was a multi-use building that contained both businesses and residences on January 9, 2014). If your Business operated at multiple locations, however, you should submit a separate Claim Form for each Eligible Business Location.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

19. How much will my set business payment be?

The estimated amount of your simple claim payment will depend on the category of business you owned on January 9, 2014 and the amount of revenue as outlined below:

CATEGORY	ANNUAL REVENUE*	ESTIMATED PAYMENT
Business was Shut Down** or Partially Shut Down during the Do Not Use Period	Up to and including \$1 million	\$1,875 plus 4% of annual revenue
	Over \$1 million	\$41,875
Lodging***	Up to and including \$156,250	\$5,000
	Over \$156,250 up to and including \$2 million	3.2% of annual revenue
	Over \$2 million	\$64,000
Other (Not Shut Down or partially shut down)	Includes non-profit and governmental entities	\$1,875

*Adjusted on annual sales for 2013 or Substitute Revenue Data for the Eligible Business Location.

**A regulation or government agency required that you shut down all or part of your business during the Do Not Use period (see Question 22).

***Lodging Businesses include businesses that provide traveler accommodation and qualify to be classified under the NAICS prefix "721" (but does not include recreational vehicle parks or campgrounds).

20. If I represent a Governmental Entity, how do I get a payment?

Governmental entities have two claiming options:

- **Simple Claim Form:** Governmental entities may use the simple claim form for businesses to obtain the set payment amount applicable to businesses that were not shut down. See Question 19 above for the estimated payment amount.
- **Individual Review Option:** If the governmental entity wants to receive payment for specific property damage, extra expenses or lost revenues, the governmental entity must submit the Governmental Entity Individual Review Option Claim Form and supply supporting documentation. The requirements and costs that can be recovered are explained in Question 22.

21. What is an eligible business "Shut Down"?

"Shut Down" means that the Business was (i) conducted at a location where the Business making the Business Claim possessed a West Virginia Business Registration Certificate for the location that is the subject of the Business Claim and (ii) with respect to that location, was subject to a regulation requiring it to cease operations, or a direct order or instruction from a regulatory agency to cease the operations regulated by that regulatory agency, during the Do Not Use Period as a result of the Freedom Chemical Spill. A separate Business that operates at the same location as another Business and meets the definition of Shut Down is considered to have been Shut Down even if other separate Businesses operating in the same location were not Shut Down; however, an individual who leases space from a Business that was Shut Down but who does not have any ownership interest in the Business that was Shut Down does not meet the

definition of Shut Down under the Amended Settlement Agreement. A voluntary decision to cease or reduce operations does not meet the definition of “Shut Down” under this Settlement.

“Partially Shut Down” or “Partial Shut Down” means a Business that was Shut Down only with respect to certain activities conducted by the Business while other business activities continued (e.g., food service operations within a larger retail store).

22. What does reimbursement for Business and Governmental Entity Property Damage include?

If you had property damage as a result of the Freedom Chemical Spill you can get reimbursed for reasonable documented costs related to:

- **Repair/Replacement:** repair or replacement of any parts or other items associated with the Business water system that was due to the Freedom Chemical Spill. This includes hiring someone to clean and flush the water system as directed in the flushing guidelines provided by West Virginia American and/or to meet any applicable health department or other regulatory requirements. The Business may recover 75% of the paid cost of replacing any affected appliance or equipment used to operate the Business. **Time Period:** repair/replacement must have occurred between January 9, 2014 and February 18, 2014, unless the Business can show a good reason for delaying such repair/replacement.
- **Lost Profits or Lost Revenues:** businesses with property damage may recover lost profits. Governmental entities may also recover for lost revenues. **Time Periods:** Lost profits/revenues will be limited to: (a) the period January 9, 2014 through March 31, 2014 for Businesses that were Shut Down; (b) the period January 9, 2014 through March 31, 2014 for Businesses that were Partially Shut Down with respect to Lost Profits attributable to the portion of the Business that was Partially Shut Down; (c) the period January 9, 2014 through February 24, 2014 for all other Businesses. Lost profits/revenues for a time period beyond mandatory shutdown and for Businesses not subject to mandatory shutdown will be determined on a case by case basis as discussed in more detail in the Distribution Protocols.
- **Lost Inventory:** If you had to stop operations as a result of a health department or other regulatory direction you may receive the value of inventory that had to be destroyed or discarded. This covers inventory that was not usable as a result of the business closure. **Time Period:** Lost Inventory must have been on hand during the Do Not Use Period and must have been discarded or destroyed within one week of the Business resuming operations, unless the Business can demonstrate a specific good reason for delayed loss or destruction of such inventory.
- **Extra Expenses:** A Business or governmental entity may recover costs paid for the Property Damage along with the reasonable and actual cost paid to support additional losses, such as bottled water or other substitute water supplies or alternative cleaning supplies (does not require water) during the Do Not Use Period. **Time Period:** Extra expenses must have occurred during the Do Not Use Period (unless the Business can demonstrate a specific good reason for delayed extra expenses). Documented bottled water or other replacement water bought through March 3, 2014 is eligible for recovery. No payment may be made for extra expenses incurred after March 3, 2014.

WAGE EARNERS

23. How do I get a Wage Earner payment?

You can recover lost wages if you were an hourly worker on January 9, 2014 and were prevented from working because your place of employment was Shut Down or Partially Shut Down as a result of the

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Freedom Chemical Spill. Salaried workers are not eligible for a payment from the Settlement. You can only recover lost wages if you were scheduled to work during the period your place of employment was Shut Down or Partially Shut Down and you did not otherwise make up the lost wages. Restaurant workers and other workers who are paid tips will be reimbursed at no less than minimum wage. **Time Period:** You can only recover wages that were lost during the period of Shut Down or Partial Shut Down for the Eligible Business Location.

You will need to fill out and submit an Individual Review Claim Form for Wage Earners to request a payment from the Settlement. Your recovery may be reduced if the total claims payable to wage earners exceed \$4 million, which is the amount allowed in the Settlement for payment of wage earner claims.

PART 3: YOUR RIGHTS REMAINING IN THE SETTLEMENT

24. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, you will give up your right to sue American Water and Eastman and related parties for the claims being resolved by this Settlement unless you exclude yourself from the Settlement.

Section 9 of the Amended Settlement Agreement contains the complete text and details of what Settlement Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Amended Settlement Agreement is available at www.wvwaterclaims.com. If you have any questions about what this means you can talk to the law firms listed in Question 33 for free or you can talk to your own lawyer at your own expense.

25. Am I releasing any personal injury or wrongful death claims if I remain in the Settlement?

Yes. The Settlement does release any personal injury claims you may have, now or in the future. This means you cannot sue American Water or Eastman for any future personal injuries claimed to be related to the Freedom Chemical Spill.

HOW TO GET A PAYMENT

26. How do I get Settlement benefits?

To get benefits, you will need to fill out and complete the appropriate claim form. Claim forms are available at www.wvwaterclaims.com or by calling 1-855-829-8121. You can file a claim online or by mail. The deadline to file a claim is **Month 00, 2017**.

27. Is it better if I file a Simple Claim Form?

That depends. You should file a Residential Household Individual Review Claim Form or Business Individual Review Claim Form if the recoverable damages you can prove you suffered are higher than the amount you can receive through filing a Simple Claim Form for a set payment. You can determine the estimated amount you will receive for the simple claim payment (*see* Questions 13 and 19 above). If the Settlement Administrator determines that your recoverable damages are lower than the amount you can receive through filing a Simple Claim Form, you will be contacted to supplement your claim and re-submit your Residential Household Individual Review Claim Form. If you do not respond to the request, you will only be eligible to get a simple claim payment. If you have questions on which claim form you should file, contact the Settlement Administrator for assistance by calling 1-855-829-8121 or submit a question at www.wvwaterclaims.com.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

28. What if my claim is denied or I am not satisfied with my payment?

The Settlement provides a process to resolve disagreements about how much money you should get. You will get further details in the letter you receive after your claim has been processed. If your claim is denied, or if you are not satisfied with the amount of your payment, you may file an appeal for a second review. If you are not satisfied with the amount of your payment after the second review, you may appeal that decision to the Appeal Adjudicator. The decision of the Appeal Adjudicator is final. The Appeal process is described more fully in the Amended Settlement Agreement, which are available at www.wvwaterclaims.com.

29. If I receive a payment, will it be taxable?

Receiving Settlement benefits might have tax consequences for you. You should consult your own tax advisor at your own expense to determine any federal, state, local or foreign tax consequences that could result from receiving Settlement benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive benefits from this Settlement, and you want to retain the right to sue Defendants about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You can do this by asking to be excluded from – or “opting out” of – the Settlement. If you wish to exclude yourself from this Settlement, you must act to do so even if you previously opted out of the earlier litigation class certification.

30. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Settlement Administrator. Your request must include:

- Your name, mailing address, email address (if any) and telephone number;
- Location of the Residence or Business that was serviced by KVTP on January 9, 2014;
- Identification of the position of authority for the person submitting the Opt Out for a Business;
- A statement regarding whether you intend to bring a separate claim against American Water or Eastman;
- Your signature; and
- Date.

You must mail your exclusion request, postmarked no later than **Month 00, 2017**, to WV Water Litigation Opt Outs, [Address, City, ST 00000].

31. If I do not exclude myself, can I sue American Water and Eastman for the same thing later?

No, unless you exclude yourself, you give up the right to sue American Water or Eastman for all of the claims that this Settlement resolves. If you want to maintain your own lawsuit relating to the claims released by the Settlement, then you must exclude yourself by **Month 00, 2017**.

32. If I exclude myself, can I still get benefits from this Settlement?

No. If you exclude yourself, you will not be eligible for any money from the Settlement.

THE LAWYERS REPRESENTING YOU

33. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Settlement Class Counsel.” They include the lawyers who served as Class Counsel for the certified class in *Good v. American Water Works Company, Inc.*:

Stuart Calwell The Calwell Practice, LC 500 Randolph Street Charleston, WV 25302	Van Bunch Bonnett, Fairbourn, Friedman and Balint P.C. 2325 E. Camelback Rd. Suite 300 Phoenix, AZ 85016	Kevin Thompson Thompson Barney 2030 Kanawha Boulevard East Charleston, WV 25311
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Class Counsel in *Good v. American Water Works Company, Inc.*, are Lead Settlement Class Counsel in this Settlement. The Mass Litigation Panel (“MLP”) appointed lawyers to be Lead Counsel in the proceedings before it in West Virginia state court:

Anthony J. Majestro Powell & Majestro, PLLC 405 Capitol Street Suite P-1200 Charleston, WV 25301	Benjamin L. Bailey Bailey Glasser LLP 209 Capitol Street Charleston, WV 25301	Marvin W. Masters The Master Law Firm L.C. 181 Summers Street Charleston, WV 25301
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These MLP Lead Counsel lawyers participated in the negotiation of the settlement as Settlement Class Counsel and fully join in recommending approval of the Settlement.

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

34. How will the lawyers be paid?

At the upcoming final fairness hearing, Settlement Class Counsel will ask the Court to reimburse them for (a) certain costs and expenses and (b) attorneys’ fees based on their services in achieving and administering this Settlement. Attorneys fees will not exceed 25% of the total funds distributed from the \$76 million contribution from West Virginia American Water and of the \$25 million contribution from Eastman. The attorney fee request will also include 25% of the amount needed to pay Settlement Class Members who submit a valid Individual Review Claim Form once the initial \$101 million in funds are exhausted. Attorneys representing Claimants in the Individual Review Option may earn up to 15% of the award as a contingent fee from a Claimant, provided that the net payment to the Claimant must exceed the applicable Simple Claim Amount. Attorneys may not charge for processing Simple Claim Forms, except that attorneys representing individual Business Claimants with 2013 Annual Revenue in excess of \$100,000, may earn up to 15% of the amount awarded for a Simple Claim if it was necessary to analyze the claim as an Individual Review Option claim to determine whether the claimant should file a Simple Claim or an Individual Review Option claim.

Class Counsel also will request awards be paid to the Class Representatives who worked with the Class Counsel on behalf of the entire Class. For the Settlement Class Representatives in the *Good* Action, Class Counsel will request an award of \$15,000 each. For the Class Representatives in the Second Consolidated Amended Class Action in the MLP action, Class Counsel will request an award of \$10,000 each.

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

Any payment for attorneys' fees and costs or expenses requires Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus the costs to provide notice and to administer the Settlement, will come out of the total Settlement Fund.

OBJECTING TO THE SETTLEMENT

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

35. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement, you can object to it if you do not like some part of it. The Court will consider your views. To object to the Settlement, you or your attorney must submit your written objection to the Court. Your objection must include the following:

- Your name, mailing address, and telephone number;
- A statement saying that you "object to the Settlement in *Good v. West Virginia-American Water Company*, No. 2:14-cv-01374";
- A detailed statement of your objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority you want to bring to the Court's attention;
- A statement that you have reviewed the Settlement Class definition and have not Opted Out of the Settlement Class, and any other supporting papers, materials, or briefs you want the Court to consider when reviewing the objection, including information sufficient to demonstrate that you are in fact a Settlement Class Member; and
- Your signature and date.

In addition, if you intend to appear at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (*see* Question 38 below).

You must mail your objection to the Court at the address below postmarked no later than **Month 00, 2017**:

COURT
Clerk of the Court [Address]

36. What is the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement or want it to say something different. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement, and you do not want to receive any Settlement benefits. If you exclude yourself, you will not receive any settlement benefits and you have no basis to object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will determine if you are allowed to speak if you request to do so (*see* Question 39).

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

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

The Court will hold the Fairness Hearing at XX:00 x.m. on **Month 00, 2017**, at the United States District Court for the Southern District of West Virginia, located at _____. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.wvwaterclaims.com or call 1-855-829-8121. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. The Court will then decide whether to approve the Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Class Counsel (*see* Question 34) at the Fairness Hearing.

38. Do I have to attend the hearing?

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

39. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Good v. West Virginia-American Water Company*, No. 2:14-cv-01374." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **Month 00, 2017**, and sent to the address listed in Question 35.

GETTING MORE INFORMATION

40. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Amended Settlement Agreement and the exhibits to that Agreement. You can get a copy of the Amended Settlement Agreement at www.wvwaterclaims.com. You also may write with questions to WV Water Settlement Administrator, P.O. Box 4227, Charleston, WV 25364 or call 1-855-829-8121.

TYPE OF MEDICAL CLAIM	TIME OF EXPOSURE	WHEN ILLNESS OCCURRED	PROOF REQUIRED (FURTHER DETAILS IN DISTRIBUTION PROTOCOLS)	BENEFITS
Contemporaneous Medical Treatment: <ul style="list-style-type: none"> • Treated for illness/injury* • Medical expenses up to and including \$5,000 	January 9, 2014 – February 15, 2014	January 9, 2014 – February 15, 2014	Medical Records	Up to \$5,000 to reimburse out of pocket medical expenses plus \$750
Other Medical Issues (serious injury, illness or death) <ul style="list-style-type: none"> • Treated for illness/injury • Medical expenses over \$5,000 	January 9, 2014 – February 28, 2014	January 9, 2014 – February 28, 2014	Medical Records plus Sworn statement from qualified medical expert that condition was related to exposure to tap water	<ul style="list-style-type: none"> • Proven injury or illness = a payment equal to four times past medical costs plus \$5,000 per night of hospitalization, for proven injury or diagnosis • Permanent visual impairment (one that cannot be corrected by glasses) = (a) a base payment of \$6,000 times the Vision Impairment Rating percentage in the American Medical Association’s Guides to the Evaluation of Permanent Impairment (5th Ed.) caused by the water contamination event, with the total payment under this subsection (a) not to exceed \$300,000 after accounting for all adjustments; (b) plus two times past medical costs you had for proven permanent visual impairment • Death = (a) a base payment of \$290,000, adjusted upwards by \$10,000 for every year under age 66 and downwards by \$10,000 for every year over 66, with the total payment under this subsection (a) not to exceed \$500,000 after accounting for all adjustments; (b) plus four times past medical costs you had for proven injury or illness that caused the wrongful death; (c) up to a total maximum of \$750,000 for both (a) and (b).

QUESTIONS? CALL 1-855-829-8121 OR VISIT WWW.WVWATERCLAIMS.COM

				<ul style="list-style-type: none"> Permanent Total Occupational Disability = (a) a base payment of \$380,000, adjusted upwards by \$10,000 for every year under age 62 and downwards by \$10,000 for every year over age 62, with the total payment under this subsection (a) not to exceed \$750,000 after accounting for all adjustments; (b) plus five times past medical costs you had for the injury or illness that caused the total occupational disability; (c) up to a total maximum of \$1,000,000 for both (a) and (b).
<p>Water Interruption Medical Issues</p> <ul style="list-style-type: none"> Treated for pre-existing chronic illness or condition that was delayed solely because of water interruption at the medical service provider’s facility during the applicable Do Not Use Period. Medical expenses over \$5,000 	January 9, 2014 – February 28, 2014	January 9, 2014 – February 28, 2014	Medical Records plus Sworn statement from qualified medical expert that condition was related to treatment delay from water interruption	Same as Other Medical Issues Benefits

* Includes skin rash or dermatitis, eye irritations, gastro-intestinal or respiratory distress or flu like illness. “Emotional distress” alone, without an accompanying physical injury, does not qualify.