

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
EASTERN DIVISION**

ISAAH EVANS, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No.: 1:05-cv-01017-KOB
	)	
UNITED STATES PIPE & FOUNDRY	)	
COMPANY, INC., et al.,	)	
	)	
Defendants.	)	

**STIPULATION OF SETTLEMENT AND COMPROMISE**

Subject to the terms and conditions hereof, each individually named plaintiff (hereinafter referred to collectively as "Plaintiffs"), on behalf of themselves and the class that they seek to represent (as further defined herein), and the defendants Phelps Dodge Industries, Inc. ("PDI"), MW Custom Papers, LLC ("MWCP"), FMC Corporation and United Defense, LP (together, "FMC/UDLP"), and U.S. Pipe and Foundry Company, LLC ("USP") (hereinafter referred to collectively as "Settling Defendants") (Plaintiffs and Settling Defendants hereinafter referred to collectively as the "Parties"), by and through their attorneys of record, and in consideration of the covenants and agreements set forth herein, agree to the settlement of this action, subject to Court approval, upon the following terms and conditions, and do hereby stipulate and agree as follows.

**I. DEFINITIONS**

A. "Action" shall mean Isaiah Evans, et al., Plaintiffs v. United States Pipe & Foundry Company, Inc., et al., Defendants, Case No.: 1:05-CV-01017-KOB, in the United States District Court for the Northern District of Alabama, Eastern Division.

B. “Application File” means the file assembled by the Scholarship Fund Settlement Administrator for each Scholarship Applicant for use in the Scholarship Application Process by the Scholarship Fund Settlement Administrator. The Application File should include (i) the Scholarship Application Form and other materials submitted by the Scholarship Applicant; (ii) the postmarked envelope in which the completed Scholarship Application Form was submitted or the Online tracking report maintained by the Scholarship Fund Settlement Administrator; (iii) any information obtained by the Scholarship Fund Settlement Administrator to evaluate the validity of the Scholarship Application Form, the eligibility of the Scholarship Applicant, and the amount of the benefit to be awarded to an Eligible Scholarship Applicant from the Scholarship Fund; and (iv) any other relevant information or documentation to support the Scholarship Fund Settlement Administrator’s determination and decision on the Scholarship Application.

C. “Attorneys’ Fees and Expenses” means the attorneys’ fees, costs, and expenses incurred by Class Counsel that may be awarded by the Court upon Class Counsel’s application and as further defined in Paragraph 12 of this Stipulation.

D. “Cash Claim” means a request for payment of \$250 by eligible Class Members within Settlement Zone 1-D, made using the Cash Claim Form that is submitted to Class Counsel.

E. “Cash Claim Form” means the document substantially in the form attached hereto as Exhibit J and required to be timely submitted by eligible Class Members within Settlement Zone 1-D to receive payment of their Cash Claim.

F. “Cash Claim Form Deadline” means sixty (60) days from the completion of the Final Publication Notice, the date by which Cash Claim Forms must be submitted,

with the information and documentation as required in Paragraph 10 of this Stipulation and the Cash Claim Form itself (Exhibit J).

G. “Cash Claim Period” means the time period that begins on the completion of the Final Publication Notice and ends sixty (60) days thereafter, i.e., on the Cash Claim Form Deadline.

H. “Cash Claim Process” means the process and procedure for the submission, validation, rejection, and payment of Cash Claims to eligible Class Members within Settlement Zone 1-D, as more particularly described in Paragraph 10 of this Stipulation.

I. “Class Counsel” shall mean the undersigned counsel representing Class Members in this Action.

J. “Class Members” shall mean all natural persons who are included in the Settlement Class as described in this Stipulation.

K. “Class Notice” shall mean the initial methods by which Potential Class Members will be notified of the proposed settlement as set forth in this Stipulation, their opportunity to participate in the settlement, their opportunity to object to the settlement, and their opportunity to exclude themselves or opt out of the settlement. Subject to Court approval, the method and form of Class Notice (as approved in form and content by Class Counsel and Counsel for Settling Defendants) is described in Paragraphs 5.a through 5.d of this Stipulation and is set out in Exhibits C-1 (initial postcard notice), C-2 (initial website notice) and D (initial newspaper publication).

L. “Class Representatives” (also referred to herein as “representative plaintiffs”) shall mean the named plaintiffs Isaiah Evans, Macy Carter, Brenda Gray,

Lora Malone, Alberta McCrory, Roseada Bailey, Dorothy Elston, Carol Smith, Darrel Brunson, Flora Sanders, Kelvin Howard, Lorenzo Sistrunk, James Whatley, and Michael Washington.

M. “Complaint” shall mean the complaint and amended complaints filed by the plaintiffs in the Action.

N. “Current Owner” shall mean the Class Member(s) holding legal fee simple title to the Eligible Property on the date of the Court’s entry of the Preliminary Approval Order.

O. “Effective Date” means the date on which the Final Order and Judgment described in Paragraph 14 approving this Stipulation becomes final. For purposes of this definition, the Final Order and Judgment shall become final: (i) if no appeal is taken therefrom, three (3) days after the time to appeal therefrom has expired; (ii) if any appeal is taken therefrom, three (3) days after the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for certiorari or any other form of review, have been finally disposed of in a manner resulting in an affirmance of the settlement in accordance with the terms of this Stipulation and the Final Order and Judgment; or (iii) if all Parties agree in writing, “Effective Date” can occur on any other earlier agreed date.

P. “Eligible Property” shall mean real property (i) classified by local appropriate governmental agencies as residential improved or unimproved, (ii) located within any of the Property Settlement Zones as described on Exhibit G, and (iii) with respect to the Scholarship Fund, whose Current Owner or Former Owner is a natural person and not a governmental entity, or company, business or similar legal entity; or (iv)

with respect to the Cash Claims available to Zone 1-D, whose Current Owner is a natural person and not a governmental entity, or company, business or similar legal entity.

Q. “Eligible Scholarship Applicant” shall mean a Scholarship Applicant who is a Class Member or spouse, child, grandchild, or dependent of a Class Member, and whose Scholarship Application Form has been adjudged by the Scholarship Fund Settlement Administrator to be (1) timely according to the terms of this Stipulation and (2) valid and payable only to an accredited post secondary institution of higher learning or training program as further defined in the Scholarship Fund Guidelines (Exhibit B) and based upon the information and documentation required to be submitted by the Scholarship Applicant.

R. “Final Publication Notice” shall mean the method by which Class Members will be notified of the Final Order and Judgment by the Court approving the settlement, their opportunity to obtain benefits from the Scholarship Fund, and the date by which their Scholarship Application Form and/or Cash Claim Form must be submitted. Subject to Court approval, the method and form of the Final Publication Notice (as approved in form and content by Class Counsel and Counsel for Settling Defendants) is described in Paragraph 5.e. of this Stipulation and is set out in Exhibit E.

S. “Former Owner” shall mean the Class Member(s) who held legal fee simple title to the Eligible Property at any point and for any length of time on or after April 8, 1999, and who is also not a Current Owner of the same Eligible Property.

T. “Opt Out Date” means sixty-five (65) days after entry of the Preliminary Approval Order, the final day by which a Class Member’s request for exclusion from the

Class must be postmarked to be valid. The Exclusion Request/Opt Out Form is attached hereto as Exhibit H.

U. “Preliminary Approval Order” means the order described in Paragraph 14 of this Stipulation to be entered by the Court preliminarily approving the settlement and in substantially the form attached as Exhibit F to this Stipulation.

V. “Pro Tanto” or “Pro Tanto Basis” shall mean that, although Class Members are giving Settling Defendants a complete and full release of the Released Claims and Class Members agree that the Settlement Consideration is full and fair payment for the Released Claims against the Released Parties, Class Members assert that they have not received full compensation for their damages and are reserving the right to recoup such remaining damages from other entities against whom they may assert legal claims in this or separate proceedings.

W. The term “Property Settlement Zones” shall mean those geographical areas containing Eligible Properties as specified in Exhibit G hereto. There are two Property Settlement Zones. The Property Settlement Zones are denominated Property Settlement Zones 1 and 2; Property Settlement Zone 1 is sub-divided into Zone 1-A, Zone 1-B, Zone 1-C and Zone 1-D. Consideration for benefits from the Scholarship Fund differ between the two zones in that Eligible Scholarship Applicants associated with Zone 1 are extended preference over those associated with Zone 2. Only Class Members associated with Zone 1-D are eligible for the Cash Claim Process.

X. “Released Claims” means those claims, lawsuits and causes of action as defined in Paragraph 13.b. of this Stipulation.

Y. “Released Parties” means those persons and entities as defined in Paragraph 13.b of this Stipulation.

Z. “Scholarship Applicant” means any person who submits a Scholarship Application seeking benefits from the Scholarship Fund pursuant to the terms and conditions of this Stipulation.

AA. “Scholarship Application” means a request to be considered for benefits payable under the Scholarship Fund pursuant to the Scholarship Application Form that is submitted to the Scholarship Fund Settlement Administrator in accordance with the terms and conditions of this Stipulation.

BB. “Scholarship Application Form” means the document substantially in the form attached hereto as Exhibit A and required to be timely submitted by Scholarship Applicants to receive benefits from the Scholarship Fund.

CC. “Scholarship Application Form Deadline” means five (5) years from the completion of Final Publication Notice, the date by which Scholarship Claim Forms must be submitted, with the information and documentation required by the Scholarship Application Form (Exhibit A) and the Scholarship Fund Guidelines (Exhibit B).

DD. “Scholarship Application Period” means the time period that begins on the completion of Final Publication Notice and ends five (5) years thereafter, i.e., on the Scholarship Application Form Deadline.

EE. “Scholarship Application Process” means the process and procedure for the submission, evaluation and resolution of Scholarship Applications, as more particularly described in Exhibit B of this Stipulation.

FF. "Scholarship Fund" shall mean the fund to be established by the Settling Defendants pursuant to Paragraph 2.a. and to be administered by the Scholarship Fund Settlement Administrator in accordance with the Stipulation, including Exhibit B.

GG. "Scholarship Fund Settlement Administrator" shall mean, as agreed by the Parties and subject to Court approval, the Community Foundation of Northeast Alabama or that entity otherwise designated by the Parties (and subject to Court approval) to administer the Scholarship Application Process set forth in this Stipulation.

HH. "Settlement Class" or "Class Members" shall mean all Current Owners and Former Owners of Eligible Property, excluding (a) those who have excluded themselves from this settlement in the time and manner allowed by Paragraph 8 below; (b) persons presently named as a debtor in a bankruptcy proceeding as of the date of the Preliminary Approval Order; (c) persons who have pending against any of the Released Parties on the date of the Court's issuance of its Preliminary Approval Order any individual action wherein recovery sought is based in whole or in part on the type of claims asserted in this Action; (d) persons who, as to any of the Settling Defendants, have previously obtained a judgment or settled any claims against such Settling Defendant concerning the type of claim asserted herein or have previously executed releases, releasing any such claims against such Settling Defendant; and (e) persons who currently own or formerly owned property which was the subject of a previous legal proceeding against any of the Settling Defendants in which a judgment or settlement was obtained by the then-owner of such property; and (f) judge(s) presiding over this case.

II. "Settlement Consideration" shall mean all the components of the consideration being made available to Class Members pursuant to this Stipulation.



including creation of and payments to the Scholarship Fund, cash payments, attorney's fees and expenses, costs of notice and settlement administration, and incentive awards, each of which is more completely described in Paragraph 2 herein.

## II. RECITALS

WHEREAS, plaintiffs have commenced an action against Settling Defendants currently pending in the United States District Court for the Northern District of Alabama, Eastern Division, Civil Action No.: 1:05-cv-01017-KOB, which asserts claims on behalf of plaintiffs and a putative class of similarly situated members arising out of their past or present ownership of Eligible Property; and

WHEREAS, Settling Defendants deny all the material allegations of the Complaint in this Action, deny any and all liability or wrongdoing in connection with the conduct described in the Complaint and have asserted and assert that their conduct with respect to the matters complained of was in all respects, and at all times, entirely proper and lawful; and

WHEREAS, Plaintiffs and Class Counsel, following extensive arms-length negotiations with Counsel for Settling Defendants, consider the settlement of this Action, on the terms set forth herein, to be in the best interest of the class they purport to represent, and have concluded that, in light of the benefits from such settlement, and in light of the uncertainty of continuing the litigation against Settling Defendants, it is desirable to compromise and settle, on a Pro Tanto Basis, the claims alleged in the Action against Settling Defendants, upon the terms and conditions hereinafter set forth; and

WHEREAS, Settling Defendants vigorously assert and maintain that the claims in the Complaint are not meritorious, but consider it desirable to compromise and settle the

claims alleged in the Action, in the manner and upon the terms and conditions hereinafter set forth, to avoid further expense, inconvenience, and the distraction of burdensome litigation; and

WHEREAS, the Parties recognize that this settlement does not trigger the reporting provisions and is, in fact, exempt from reporting under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA); and

WHEREAS, Settling Defendants, along with others, are parties to an Administrative Order on Consent ("AOC") entered into with the U.S. Environmental Protection Agency, pursuant to which some of the Eligible Properties have been sampled for lead and PCB contamination, and when appropriate, cleaned; and

WHEREAS, Settling Defendants remain committed to their obligations under AOC, including any obligation to sample, report results, and clean up additional Eligible Properties if and to the extent required in the AOC; and

WHEREAS, the creation of a Scholarship Fund for the benefit of Class Members and their families: (1) may increase the value of Eligible Properties; (2) will satisfy the objective of the Action; (3) will otherwise serve the interest of Class Members; and (4) can be administered on a cost-effective basis; and

WHEREAS, Class Counsel have fully analyzed and evaluated the merits of the relative parties' contentions and this settlement as it impacts upon all parties, including the Class Members; and

WHEREAS, Class Counsel, after taking into account the foregoing, along with the substantial risks of continued litigation and the likelihood that this Action, if not settled now, will be further protracted and expensive, are satisfied that the terms and

conditions of this Stipulation are fair, reasonable and adequate and that a settlement of the Action is in the best interest of the Settlement Class.

### III. TERMS OF SETTLEMENT

NOW THEREFORE IT IS MUTUALLY STIPULATED AND AGREED between Plaintiffs, individually and on behalf of the Settlement Class, and Settling Defendants, acting through their respective attorneys, that the Action shall be resolved on the terms as set forth herein, on a Pro Tanto Basis, as to the claims and causes of actions asserted against Settling Defendants:

1. Certification of Settlement Class. Plaintiffs shall propose and Settling Defendants shall not oppose for settlement purposes only that the Court certify this Action as a class action and define the Settlement Class, under Rule 23(b)(3) of the Federal Rules of Civil Procedure. The Parties further stipulate, for purposes of settlement only, that all factors required by Fed. R. Civ. P. 23 for certification of a class are established. The Court's certification of the Settlement Class shall not be deemed to be the adjudication of any fact or issue for any purpose other than the accomplishment of the settlement provisions set forth herein, and shall not be considered as law of the case, res judicata, or collateral estoppel in this or any other proceeding unless the settlement receives final approval and the Final Order and Judgment contemplated in Paragraph 15 hereof is entered. Under no circumstances shall the Court's certification of the Settlement Class be deemed precedent in any form for the future certification of any class action against Settling Defendants. In the event the settlement provided for herein is not accomplished according to all the terms of this Stipulation, the Court's prior certification

order made pursuant to the application for certification herein shall be null and void and shall be vacated.

2. Settlement Consideration. Settling Defendants have agreed to and shall pay and provide or otherwise make available the following consideration to the Settlement Class:

a. Scholarship Fund.

i. Settling Defendants shall create a Scholarship Fund to be maintained and utilized pursuant to this Stipulation by the Scholarship Fund Settlement Administrator. The Scholarship Fund Settlement Administrator shall use the Scholarship Fund to provide scholarship funds to Eligible Scholarship Applicants pursuant to the Scholarship Application Process and in accordance with this Stipulation.

ii. Five (5) years following the completion of Final Publication Notice, the Scholarship Fund Settlement Administrator shall determine the amount, if any, remaining in the Scholarship Fund ("Remaining Funds"). The Remaining Funds shall not be paid to Class Counsel or its designees nor shall they revert to Settling Defendants, but rather the Scholarship Fund Settlement Administrator shall use the Remaining Funds to establish or combine them with another scholarship fund for adults from Calhoun County with financial needs to attain a certification, certificate, associate or bachelors degree aligned with their

employment or career goals administered by the Community Foundation of Northeast Alabama.

- b. Payments by Settling Defendants. Settling Defendants shall pay a total sum of \$1,700,000 ("Settlement Consideration") to satisfy their respective obligations under this Stipulation, as follows: PDI to pay \$500,000, MWCP to pay \$500,000, FMC/UDLP to pay \$250,000, and USP to pay \$450,000. The aggregate amount shall be used for: (i) a proportionate share of Attorneys' Fees and Expenses as may be awarded by the Court; (ii) a proportionate share of incentive awards that may be awarded by the Court to Class Representatives; (iii) the corpus of the Scholarship Fund; and (iv) with respect to the payment by USP only, payments to Current Owners of Eligible Properties in Settlement Zone 1-D along with the Court-approved cost, not to exceed \$40,000, to administer such payments and educate the community regarding the benefits available under the Cash Claims Process, as set forth in Paragraph 10. Within ten (10) business days of the Effective Date, Settling Defendants shall each pay to Class Counsel by wire or other electronic transfer or other mutually agreed method of delivery Attorneys' Fees and Expenses as may be awarded by the Court, all incentive awards that may be awarded by the Court to Class Representatives, and, in the case of USP, an amount adequate to cover the Cash Claims and administration fee for such payments.

subject to the terms of this Stipulation. The balance of the Settlement Consideration contributed by Settling Defendants is to be paid, by wire or other electronic means, also within ten (10) business days of the Effective Date, to an account established by the Scholarship Fund Settlement Administrator for payment of scholarships to Eligible Scholarship Applicants in accordance with the Stipulation and the Final Order and Judgment. After the Cash Claims have been satisfied pursuant to Paragraph 10 herein, the amount in excess of the Court-approved administration fee for such payments remaining from the Settlement Consideration originally paid to Class Counsel by USP must be deposited into the Scholarship Fund. Except as set forth in Paragraph 2.c, the monetary obligations of Settling Defendants under this Stipulation and in consideration for the complete release of the Released Claims are expressly limited to the settlement amounts set forth in this Paragraph 2.b.

- c. In addition to the payment required in Paragraph 2.b, FMC/UDLP also shall reimburse Class Counsel within twenty (20) business days of the completion of Final Publication Notice for costs associated with Class Notice and Final Publication Notice up to a maximum of \$25,000. Class Counsel shall provide counsel for FMC/UDLP an itemized list of the costs associated with Class

Notice and Final Publication Notice within ten (10) business days of the completion of Final Publication Notice.

3. Scholarship Fund Settlement Administrator.

- a. The Parties agree that the Community Foundation of Northeast Alabama, a 501(3)(c) nonprofit organization located at 1130 Quintard Avenue, Suite 100, Anniston, Alabama, shall serve as the Scholarship Fund Settlement Administrator, subject to the approval of the Court.
- b. In the event it becomes necessary to engage someone other than the Community Foundation of Northeast Alabama as the Scholarship Fund Settlement Administrator, or to replace the Community Foundation of Northeast Alabama as the Scholarship Fund Settlement Administrator, Settling Defendants shall select the new or replacement Scholarship Fund Settlement Administrator and shall notify Class Counsel of its selection within ten (10) days of the selection. Such selection shall be subject to Court approval.
- c. The Scholarship Fund Settlement Administrator shall in good faith and pursuant to the terms of this Stipulation and the Final Order and Judgment: (a) administer the Scholarship Fund; (b) oversee and implement all requirements of the Scholarship Fund and subsequently to oversee distribution of the Scholarship Fund benefits to Eligible Scholarship Applicants; (c) provide an accounting of all Scholarship Applications received, its action on

said Applications, the payment of all monies for the benefit of Eligible Scholarship Applicants, and the payment of any administrative expenses incurred in the operation of the Scholarship Fund; and (d) perform any other functions as may be imposed by agreement of the Parties and/or by the Court.

- d. All costs and expenses associated with administration of the Scholarship Fund shall be paid from the Scholarship Fund and shall be subject to review and approval of the Court.
- e. Within thirty (30) days of the Effective Date, the Scholarship Fund Settlement Administrator shall ensure that all necessary forms and information relating to the Scholarship Fund Process are available on the Scholarship Fund Settlement Administrator's website and at the office of the Scholarship Fund Settlement Administrator, including the Scholarship Application (Exhibit A to the Stipulation), the Scholarship Fund Guidelines (Exhibit B to the Stipulation), the Stipulation, and the Court's Final Order.

4. List of Potential Class Members. Prior to the filing of this Stipulation, Class Counsel will create a List of Potential Class Members. The List of Potential Class Members shall include all known Current Owners and Former Owners of Eligible Properties using the database of individuals presently maintained by Class Counsel in connection with this Action. The List of Potential Class Members shall include, to the extent it is obtainable by Class Counsel, both the mailing address of each such Potential Class Member as well as the address of all Eligible Properties located within the two



Property Settlement Zones, if different from the mailing address (hereinafter "List of Potential Class Members"). The Parties agree that the List of Potential Class Members shall be used only for purposes related to the instant action, and shall not be distributed to any third parties. Class Counsel shall utilize the List of Potential Class Members for purposes of the Class Notice described in Paragraph 5.a below. Class Counsel shall provide of copy of the List of Potential Class Members to Settling Defendants' counsel within two (2) days of the filing of this Stipulation as described in Paragraph 5.f, but such information shall not be revealed to any third parties (other than as described in Paragraph 5.f) and shall be maintained as confidential. In addition, following the Court's issuance of the Final Approval Order, Class Counsel shall provide the List of Potential Class Members to the Scholarship Fund Settlement Administrator for the Scholarship Fund Settlement Administrator's use in determining Scholarship Applicants' eligibility for benefits from the Scholarship Fund. Defendants will obtain from the Scholarship Fund Settlement Administrator an agreement that it shall maintain the List of Potential Class Members in strict confidence, shall use it for the limited purpose stated herein only, and shall not reveal or otherwise make it available to any third parties.

5. Notice.

- a. Initial Class Notice – Mailing and Publication. Within twenty-five (25) days of entry of the Preliminary Approval Order, and subject to the terms of the Preliminary Approval Order, Class Counsel shall (i) issue notice of the proposed settlement in the form of a postcard by first class mail, postage prepaid, to those Potential Class Members as identified on the List of Potential Class

Members, which form of notice is included in Exhibit C-1, and (ii) arrange for publication of the notice twice (on consecutive weekends) in The Anniston Star, which form of notice is attached as Exhibit D. Such newspaper publications are to be completed within thirty-five (35) days after entry of the Preliminary Approval Order. The information provided to Potential Class Members through the notice process shall include information on how and during what time period they may submit a Scholarship Application, how and during what time period they may file a written objection to the proposed settlement, and how and during what time period they may opt out of the settlement.

- b. Initial Class Notice -- Website. Subject to Court approval, it is the Parties' intent that the Class Notice form being mailed to Potential Class Members (Exhibit C-1) shall be in the form of a post card containing basic information about the proposed settlement, and that the details of the proposed settlement, including a more complete notice (Exhibit C-2) and necessary copies of the pertinent documents and forms, shall be made available to Potential Class Members via the Class Counsel's website. The Class Notice form to be mailed to Potential Class Members will provide the names, addresses, and telephone numbers of locations in the Anniston, Alabama area at which Class Members may gain free access to the internet and Class Counsel's website should the Class Member not

have other access. All necessary documents and forms shall go online within twenty-five (25) days of the issuance of the Preliminary Approval Order. Finally, for any Class Member who remains unable to access the internet after reasonable attempts to do so, the Notice by mail will contain instructions on calling Class Counsel in order to request that the needed documents be mailed to the Class Member.

- c. It is the Parties' intent, and by Court approval of this Stipulation with attached documents there shall be a Court declaration, that the Notices described herein conform to all applicable requirements of the Federal Rules of Civil Procedure, the Alabama Constitution, the United States Constitution (including the Due Process Clause), and any other applicable law.
- d. Re-mailing and Additional Notice. Class Counsel shall re-mail any Class Notice returned by the Postal Service as undeliverable that includes a forwarding address. If the returned Class Notice does not include a forwarding address, or if a re-mailed Notice is also returned as undeliverable, neither Class Counsel nor any Settling Defendant is required to make any further effort to provide notice to such Class Member. Such Class Member will be deemed to have received notice via the newspaper publication described in Paragraph 5.a.

- e. Final Publication Notice. Within thirty (30) days of the Effective Date, Class Counsel shall publish twice (on successive weekends) in The Anniston Star a final notice in the form as attached hereto as Exhibit E. The purpose of this Final Publication Notice will be to advise Class Members that the settlement is final following the Court's approval of the Stipulation and to provide Scholarship Application information. Such notice shall also be provided on Class Counsel's website within thirty (30) days of the Effective Date. Following the Effective Date, information and forms shall also be available on the Scholarship Fund Settlement Administrator's website, in the time and manner described in Paragraph 3.e.
  
- f. Notice to Appropriate Federal and State Officials. By the earlier of ten (10) days after this Stipulation is filed in court, in accordance with 28 U.S.C. § 1715, or five (5) days after entry of the Preliminary Approval Order, Settling Defendants shall provide notice to appropriate federal and state officials as defined by 28 U.S.C. § 1715(a) in the form attached as Exhibit K; such notice shall include a copy of the List of Potential Class Members. Class Counsel shall provide Settling Defendants' counsel with an electronic copy of the List of Potential Class Members not later than two (2) days after this Stipulation is filed in court and shall otherwise cooperate with Settling Defendants in preparing and

sending the notice required by 28 U.S.C. § 1715. Settling Defendants shall request that the appropriate state officials to whom such notice is provided maintain the List of Potential Class Members as confidential.

6. Objections to Settlement.

- a. Any Class Member who has not timely requested exclusion from the Class in accordance with Paragraph 8 and who wishes to object to the fairness, reasonableness or adequacy of this Stipulation or the proposed settlement, or to the award of Attorneys' Fees and Expenses, or to the payment of incentive awards to Class Representatives, must deliver to the Court Clerk, Class Counsel, and Settling Defendants' Counsel a written objection which references this suit and contains: (i) a declaration signed by the objector identifying the objector as the fee simple owner or former fee simple owner of Eligible Property, (ii) a statement of each objection being made, (iii) a detailed description of the legal authorities underlying each such objection, if any, (iv) a statement of whether the objector intends to appear at the Fairness Hearing, (v) a list of witnesses, if any, whom the objector intends to call during the Fairness Hearing, (vi) a description of the testimony to be offered, if any, and (vii) a list of the exhibits which the objector may offer during the Fairness Hearing, if any, along with copies of those exhibits.

- b. Such written objection must be mailed to the Court Clerk, Class Counsel and Settling Defendants' Counsel and post marked on or before sixty-five (65) days from entry of the Preliminary Approval Order or the Class Member shall be forever barred from separately objecting to the Class, separately challenging the Class, or in any way collaterally attacking the Class and/or this Settlement. Class Counsel or Settling Defendants may take the deposition of any Class Member (or witness identified by the Class Member) who has not timely requested exclusion from the Class and who files a timely objection in accordance with this Paragraph 6.
- c. If a Class Member hires an attorney to represent him or her and wishes that attorney to appear at the Fairness Hearing, the attorney must, no later than sixty-five (65) days from entry of the Preliminary Approval Order: (i) file a notice of appearance with the Clerk of the Court and (ii) deliver a copy of the notice to Class Counsel and Settling Defendants' Counsel, or the attorney shall be barred from appearing at the Fairness Hearing.
- d. Any Class Member who objects to the settlement in accordance with this Paragraph 6 shall be entitled to all of the benefits of the settlement if it is approved, as long as the objecting Class Member is otherwise an eligible Class Member who has not timely requested exclusion from the Class pursuant to this Stipulation.

7. Waiver of Objections. Any Class Member who fails to comply with Paragraph 6 above shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of this Stipulation and by all proceedings, orders and judgment, including but not limited to, the Release in this Action.

8. Right to be Excluded.

- a. Each otherwise eligible Class Member has the right to be excluded from the proposed Settlement Class described in this Stipulation. Any such Class Member who elects to be excluded from the proposed settlement, and who timely and properly submits to the Class Counsel an Exclusion Request/Opt Out Form, Exhibit H hereto, shall be excluded from the Settlement Class and will not be bound by the terms of the Stipulation, if approved by the Court, nor will such Class Member receive the Settlement Consideration set forth in this Stipulation or be allowed to submit any objections or comments to the proposed Settlement.
- b. In order to exercise this right to be excluded from the Settlement Class, the Class Member must submit the Exclusion Request/Opt Out Form so that it is post marked no later than sixty-five (65) days from entry of the Preliminary Approval Order.
- c. The Parties agree that, should a Potential Class Member submit both objections to the proposed settlement and also timely submit the Exclusion Request/Opt Out Form, that Class Member shall be

deemed to have excluded himself or herself from the Settlement Class and his or her objections shall not be considered.

- d. Multiple Simultaneous Owners. If a Class Member is or was a co-owner of an Eligible Property and excludes himself or herself from the Settlement Class with respect to an Eligible Property, all Class Members that have or had a simultaneous ownership interest in that Eligible Property will also be deemed to be excluded from the Settlement Class with respect to that Eligible Property.
- e. List of Exclusions/Opt Outs. Not later than seventy-five (75) days after entry of the Preliminary Approval Order, Class Counsel shall file with the Court, under seal, with a confidential copy to counsel for Settling Defendants, a list of all persons who have properly excluded themselves from the Settlement Class pursuant to Paragraph 8 (hereinafter "List of Opt Outs"). The List of Opt Outs shall include each person's mailing address and the address of the property, if different from the mailing address. Counsel receiving the List of Opt Outs and the Scholarship Fund Settlement Administrator agree to hold it in extreme confidence, to limit distribution of such list within their firms or organizations to only those who need to have or know about such list for this litigation, and not to distribute it or any information from it to any third party. Upon issuance of the Final Order and Judgment, Class Counsel shall provide a copy of the List of Opt Outs to the Scholarship



Fund Settlement Administrator to facilitate eligibility determinations. Defendants will obtain from the Scholarship Fund Settlement Administrator an agreement that it shall maintain the List of Opt Outs in strict confidence, shall use it for the limited purpose stated herein only, and shall not reveal or otherwise make it available to any third parties.

9. Scholarship Application Process. Class Members who are Eligible Scholarship Applicants and who submit a timely and valid Scholarship Application Form with all the required documentation as noted on the Scholarship Application Form will be considered to receive benefits from the Scholarship Fund, subject to the terms of this Stipulation.

- a. The Application Form. The Scholarship Application Form is attached hereto as Exhibit A. To submit an Application for Scholarship benefits, an Eligible Scholarship Applicant must submit the appropriate Application Form to the Scholarship Fund Settlement Administrator at the physical or online address indicated on the Application Form, completed according to the instructions contained in the Application Form (Exhibit A) and the Scholarship Fund Guidelines (Exhibit B). The Application Form must be postmarked or electronically transmitted on or before the Scholarship Application Form Deadline. An Eligible Scholarship Applicant is not entitled to any benefits from the Scholarship Fund if he/she submits an Application Form postmarked after the

Scholarship Application Form Deadline, which Application shall be summarily rejected by the Scholarship Fund Settlement Administrator. The failure of the Eligible Scholarship Applicant to provide all the information required in the Scholarship Application Form shall result in a rejection and neither the Parties nor the Scholarship Fund Settlement Administrator shall be required to contact any such Class Member for correction of or supplementation to the Application Form.

b. Deadline for Submitting Scholarship Application Form.

Scholarship benefits are being made available from the Scholarship Fund for a period not to exceed five (5) years following the date of the Final Publication Notice or until such time as the Scholarship Fund is exhausted. Scholarship Application Forms must be submitted within that time period to be deemed timely. The Scholarship Fund Settlement Administrator shall calculate this five year period to ascertain the specific date for the Scholarship Claim Form Deadline, which date is to be stated in the Final Publication Notice, Exhibit E hereto.

c. Review of Scholarship Applications. As to each Scholarship Application Form it receives, the Scholarship Fund Settlement Administrator shall review the Application File and ascertain whether the Scholarship Applicant is an Eligible Scholarship Applicant. The Scholarship Fund Settlement Administrator shall

act in good faith in determining whether the Scholarship Applicant is an Eligible Scholarship Applicant.

d. Scholarship Eligibility for Applicants with Property in Zone 1-D.

Both Current Owners and Former Owners of Eligible Properties in Settlement Zone 1-D may participate in the Scholarship Fund. The amount of any Cash Claim paid to a Current Owner pursuant to Paragraph 10 below will be deducted from the amount of any Scholarship that would be otherwise awarded to the Current Owner or any Former Owner of an Eligible Property in Settlement Zone 1-D.

e. Rejected Scholarship Applications. All Class Members and Scholarship Applicants whose requests for Scholarship benefits were denied shall still be bound by the terms of this Stipulation and the Final Order entered by the Court, including the release of Settling Defendants.

10. Cash Claims. Current Owners of Eligible Properties in Settlement Zone 1-D are eligible to make a Claim for cash to be paid from the Settlement Consideration.

a. The Claim Form. The Cash Claim Form is attached hereto as Exhibit J. To submit a Claim for cash payment, Current Owners of Eligible Properties in Settlement Zone 1-D must submit the appropriate Claim Form to Class Counsel at the address indicated on the Claim Form, completed according to the instructions contained in the particular Claim Form. The Claim Form must be

postmarked on or before the deadline for submitting such claims. The Cash Claim applicant is not entitled to any cash payment if he/she submits a Claim Form postmarked after the Cash Claim Form Deadline, which Claim Form shall be summarily rejected by the Class Counsel. The failure of the Cash Claim applicant to provide all the information required in the Cash Claim Form shall result in a rejection of that claim and neither the Parties nor Class Counsel shall be required to contact any such Class Member for correction of or supplementation to the Claim Form.

- b. Deadline for Submitting Claim Form. It is the Parties' intent that Current Owners of Eligible Properties in Settlement Zone 1-D be afforded sixty (60) days from the Final Publication Notice to submit their Cash Claim Form. Class Counsel shall calculate this sixty-day period to ascertain the specific date for the Cash Claim Form Deadline, which date is to be stated in the Final Publication Notice, Exhibit E hereto.
- c. Multiple Simultaneous Owners. Notwithstanding any other provisions of this Stipulation, if more than one Current Owner simultaneously exists, all such Current Owners shall be required to execute the same Cash Claim Form. For example, if a husband and wife are co-owners of the Eligible Property in Settlement Zone 1-D, both the husband and wife must complete and sign the same Cash Claim Form. If one such co-owner excludes himself or

herself from the Class with respect to making a Cash Claim for an Eligible Property in Settlement Zone 1-D, all Class Members having a simultaneous current ownership interest in that Eligible Property will be deemed to be excluded with respect to making a Cash Claim for that Eligible Property. Any check issued by the Class Counsel to co-owners of the Eligible Property making payment pursuant to this Stipulation will be made jointly payable to all of them.

- d. Claim Validation. As to each Cash Claim Form they receive, Class Counsel shall validate that the Class Member is a Current Owner of Eligible Property in Settlement Zone 1-D, as shown on Exhibit D (List of Properties in Settlement Zone 1-D).
- e. Rejected Cash Claim Applications. All Class Members whose requests for a Cash Claim Benefit is denied shall still be bound by the terms of this Stipulation and the Final Order entered by the Court, including the release of Settling Defendants.
- f. Payment of Cash Claim. Within thirty (30) days after the expiration of the Cash Claim Form Deadline, Class Counsel shall mail checks to all Current Owners of Eligible Property in Settlement Zone 1-D whose Cash Claim has been validated. The checks will be mailed to the address each such Eligible Class Member provided on the Cash Claim Form. Any such check which has not been negotiated by the payee within sixty (60) days

after issuance shall be cancelled, and Class Counsel shall not have any further obligation to continue efforts to distribute the cash payment to such Class Member. Funds returned as “undeliverable” shall be treated in the same way.

11. Adequate Representation. It is hereby agreed that the Class Representatives are, for purposes of this settlement only, adequate representatives of all Class Members; and that Class Counsel are, for purposes of this settlement only, adequate legal counsel experienced in class action litigation and competent to represent and advise the Class regarding this Stipulation and settlement.

12. Attorney’s Fees and Expenses. Class Counsel shall apply to the Court for (i) an award of reasonable Attorneys’ Fees in an amount not to exceed \$510,000 and (ii) reimbursement of their reasonable costs and expenses incurred in this Action in an amount not to exceed \$108,000, excluding the amount to be reimbursed by FMC/UDLP for notice costs as is more particularly described in Paragraph 2.c. of this Stipulation and the amount to paid for administration of the Cash Claims Process as is more particularly described in Paragraph 2.b.iv. of this Stipulation. Notwithstanding the above, if the notice costs exceed the amount agreed to be reimbursed by FMC/UDLP as set forth in Paragraph 2.c. of this Stipulation, then Class Counsel may also apply to the Court for reimbursement of their reasonable notice costs in excess of the amount set forth in Paragraph 2.c.

- a. Settling Defendants agree not to oppose Class Counsel’s application for Attorneys’ Fees and Expenses provided they do not exceed the amounts specified in this paragraph.

- b. It is specifically understood and agreed that any award of reasonable Attorneys' Fees and Expenses shall constitute the exclusive awards of Attorneys' Fees and Expenses payable pursuant to this Stipulation.
- c. Such Attorneys' Fees and Expenses as approved by the Court are to be paid by Settling Defendants out of the Settlement Consideration in accordance with Paragraph 2.b.
- d. Class Counsel agree that they will not accept under any circumstances an award of Attorneys' Fees and Expenses exceeding \$618,000. However, if the notice cost exceed the amount agreed to be reimbursed by FMC/UDLP as set forth in Paragraph 2.c. of this Stipulation, then Class Counsel may also apply to the Court for reimbursement of their reasonable notice costs in excess of the amount set forth in Paragraph 2.c. Further, the Parties agree that Class Counsel may petition the Court to award costs, not to exceed \$40,000, incurred by Class Counsel in the administration of the Cash Claims Process for Zone 1-D, as set forth in Paragraph 2.b. and Paragraph 10, which may cause the Attorney's Fees and Expenses to exceed \$618,000. In no event will Settling Defendants be responsible for payment of any attorney fee liens or claims. Rather, any and all such liens and claims will be satisfied by Class Counsel from the Attorneys' Fees and Expenses awarded.

- e. Class Counsel also intend to seek an incentive award of \$500 payable to each Class Representative, such awards being subject to Court approval, and to be paid from the Settlement Consideration in accordance with Paragraphs 2.b.
- f. Any and all fees and expenses for an individual Class Member's counsel (other than Class Counsel), whether acting as an objector, in connection with submission of a Scholarship Application or any other purpose, shall be paid by the individual Class Member.

13. Consideration to Settling Defendants. In consideration of the benefits to the Settlement Class provided for hereunder:

- a. The Action shall be dismissed with prejudice as to Settling Defendants and in accordance with the terms of the release provided herein.
- b. Upon the Effective Date, the plaintiffs individually and all Class Members shall be deemed to have settled, compromised, resolved, released, waived, discharged and terminated any and all individual and class rights, claims, lawsuits, demands and causes of action of any nature whatsoever whether known or unknown, suspected or unsuspected, in law or equity, that were asserted or could have been asserted by plaintiffs or any of the Class Members for property damages (including without limitation for mental anguish, emotional distress, and all other compensatory damages, punitive damages, any other damages) or equitable relief (the "Released



Claims”) against: (1) Settling Defendants; (2) each of Settling Defendant’s past, present or future predecessors, successors, subsidiaries, parents, divisions, other affiliates, assigns, stockholders (including without limitation, in the case of MWCP, MeadWestvaco Corporation, and, in the case of UDLP, BAE Systems Land & Armaments, L.P.); and (3) each of their past, present and future directors, officers, attorneys, employees, agents, representatives and insurers (hereinafter referred to collectively as the “Released Parties”). The release provided in this paragraph, as to each Settling Defendant individually and the Released Parties associated with that Settling Defendant as described in (2) and (3) above, is subject to payment by that Settling Defendant of its portion of the Settlement Consideration as set forth in Paragraphs 2.b and 2.c of this Settlement. Further, the foregoing release in favor of Settling Defendants is “Pro Tanto”. Class Members hereby retain all claims and causes of action of any nature they have or may have against all persons and entities (other than the Released Parties) who caused or contributed to the damage of Class Members’ properties or who may have otherwise caused them personal injury or property damage. Class Members also retain any rights or claims they may have under the aforementioned AOC (although the retention of any such rights is

not an acknowledgement by Settling Defendants that any such rights exist).

- c. Upon the Effective Date, Class Members shall not maintain, commence, prosecute, or cause to be commenced or prosecuted against, any action or other proceedings based upon any Released Claims or with regard to the alleged conduct of any Released Parties. No Class Member has assigned, sold, subrogated or otherwise transferred any Released Claims of any kind within the scope of this paragraph.
- d. Upon the Effective Date, all Class Members shall be enjoined from filing or becoming part of any action (including, without limitation, any putative class actions filed against the Released Parties) that relate to any of the Released Claims or otherwise interfere with this Stipulation or the settlement of the class action claims generally.
- e. The failure of a Class Member to claim or obtain any Settlement Consideration here made available shall not affect the releases herein, including without limitation the Released Claims, and the settlement shall retain its full, binding effect. As to any Class Member who otherwise would be entitled to Settlement Consideration and who for any reason fails to timely submit a Scholarship Application Form, and/or, where applicable, a Cash Claim Form, all rights of such Class Member to consideration in

this Action shall lapse and be forfeited. Settling Defendants and the Administrator shall not be required to remit any additional consideration to claiming Class Members on account of the forfeiture by any Class Members.

14. Order on Settlement Hearing; Issuance of Notice to Class. Promptly upon the execution of this Stipulation, the Parties shall jointly move the Court for its entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit F, which order shall: (1) grant preliminary approval of this Stipulation; (2) direct notice to be issued to the Settlement Class; (3) provide a reasonable period of time for any member of the Settlement Class to exclude himself or herself from this Action by exercising the right to opt out substantially as set out in this Stipulation; (4) provide a reasonable procedure for the submission of comments and/or objections by members of the Settlement Class substantially as set out in this Stipulation; and (5) set a Fairness Hearing for consideration of any comments or objections to this Stipulation and for final approval of this Stipulation, which date shall be obtained from the Court in advance and provided as part of the Class Notice. The joint motion shall include a copy of this Stipulation and all Exhibits, including the proposed Preliminary Approval Order, the Class Notice form to be mailed to Potential Class Members, the Class Notice form to appear in the Anniston Star, the Scholarship Application Form, the Scholarship Guidelines, and the map showing the Property Settlement Zones. Simultaneously with the filing of the joint motion, Class Counsel shall also file a Motion for Certification of the Settlement Class which, for settlement purposes, Defendants shall not oppose.

15. Final Order and Judgment. Following notice to the Class Members as provided in this Stipulation, consideration by the Court of any comments or objections to the Stipulation or any other matters the Court deems relevant, the Parties shall petition the Court for final approval of this Stipulation as fair, reasonable and adequate to the Settlement Class. If this Stipulation is finally approved by the Court, a Final Order and Judgment of Dismissal with Prejudice which conforms substantially to the terms of this Stipulation shall be entered by the Court.

16. Stipulation Conditioned on Approval. If the Preliminary Approval Order substantially in the form attached hereto as Exhibit F is not entered, or if the Court does not give final approval of this Stipulation, or if a Final Order and Judgment of Dismissal with Prejudice is not entered or is reversed on appeal, this Stipulation shall be null and void for all purposes. In the event that the Court certifies a class for settlement purposes other than as defined herein or in the event that the Court enters an order or judgment on settlement at variance with the terms hereof, then this Stipulation shall be null and void for all purposes. Notwithstanding the above, the Court's entry of an order for Class Counsel's Attorneys' Fees and Expenses and incentive awards below the maximum fee and incentive award requests (as described in Paragraph 12) shall not be grounds to void the settlement between Settling Defendants and the Class Members as set out in this Stipulation. The only remedy in the event of a fee or incentive award below the requested amounts shall be a separate appeal by Class Counsel of the Attorneys' Fees and Expenses and/or incentive awards provided by the Court.

17. Settling Defendants' Right to Withdraw. Settling Defendants shall each have the right to withdraw from this Stipulation as follows:

- a. MWCP shall have the right to withdraw from this Stipulation if either (a) more than seventy-five (75) of the Eligible Properties located within one mile of each of the same central points used in the description of Property Settlement Zone 1-A, or (b) more than five hundred (500) of the Eligible Properties from Property Settlement Zone 2, have been excluded from the scope of the Settlement Class by virtue of Class Members' election to be excluded from or to opt out of the Settlement Class in accordance with Paragraph 8.
- b. PDI shall have the right to withdraw from this Stipulation if either (a) more than thirty (30) of the Eligible Properties located within Property Settlement Zone 1-B, or (b) more than five hundred (500) of the Eligible Properties from Property Settlement Zone 2, have been excluded from the scope of the Settlement Class by virtue of Class Members' election to be excluded from or to opt out of the Settlement Class in accordance with Paragraph 8.
- c. FMC/UDLP shall have the right to withdraw from this Stipulation if either (a) more than fifty (50) of the Eligible Properties located within one mile of the same central point used in the description of Property Settlement Zone 1-C, or (b) more than five hundred (500) of the Eligible Properties from Property Settlement Zone 2, have been excluded from the scope of the Settlement Class by virtue of Class Members' election to be excluded from or to opt out of the Settlement Class in accordance with Paragraph 8.

- d. USP shall have the right to withdraw from this Stipulation if either (a) more than forty (40) of the Eligible Properties located within Property Settlement Zone 1-D, or (b) more than five hundred (500) of the Eligible Properties from Property Settlement Zone 2, have been excluded from the scope of the Settlement Class by virtue of Class Members' election to be excluded from or to opt out of the Settlement Class in accordance with Paragraph 8.

If any Settling Defendant elects to exercise this right, they must do so in writing, with copies to Class Counsel, other Settling Defendants, and to the Court, no later than eighty-five (85) days following the entry of the Preliminary Approval Order. If any Settling Defendant exercises this right, this Stipulation shall be null and void for all purposes as to the withdrawing Settling Defendant only and no further proceedings shall be had regarding this Stipulation or the proposed settlement as to the withdrawing Settling Defendant. In the event that any Settling Defendant elects to withdraw from this Stipulation, the amount of Attorneys' Fees and Expenses and Class Representative incentive awards shall be reduced in an amount that is proportionate to the withdrawing Settling Defendant's Settlement Consideration as set forth in Paragraph 2. Nothing herein is intended to limit the discretion of the Court to consider the List of Opt Outs in deciding whether to enter the Final Order and Judgment.

18. Settlement Self-Effectuating. Upon the Effective Date hereof, this settlement shall be in all respects self-effectuating such that, except as expressly required hereunder, no document need be created or delivered, no filing(s) or recording(s) need be

made and no other action need be pursued for the purpose of validating, ratifying, effectuating, preserving or perfecting any and all rights contemplated by this Stipulation.

19. Best Efforts. All parties and counsel shall use their best efforts to cause the Court to give preliminary approval to this Stipulation to effectuate the settlement contemplated herein on the stated terms and conditions and further to obtain final approval of the settlement contained in this Stipulation. Specifically, the plaintiffs and Class Counsel agree to recommend the settlement contained in this Stipulation as being in the best interest of the Class Members under the circumstances. No Class Member, however, other than the named plaintiffs, shall be precluded from questioning or objecting to the proposed settlement at the hearing for final approval thereof by the Court, notwithstanding Class Counsel's recommendation, unless that Class Member has already opted out of the settlement or failed to follow the requirements for appearing at the Fairness Hearing or otherwise objecting to the proposed settlement.

20. Parties Bound. This Stipulation shall be binding upon, and inure to the benefit of, all (a) Class Members and their respective heirs and assigns, and (b) Settling Defendants and the Released Parties.

21. Continuing Jurisdiction of the Court. It is agreed that the Parties shall consent to the Court retaining jurisdiction over the interpretation, effectuation and implementation of this Stipulation.

22. Effect of Settlement. This Stipulation and the settlement provided for herein are not a concession or admission of wrongdoing or liability by any party hereto and shall not be used or construed as an admission of any fault, omission, liability or wrongdoing on the part of any Party hereto in any statement, release or written document

or financial report issued, filed or made. Neither this Stipulation nor the Exhibits hereto nor the fact of settlement nor any settlement negotiations or discussions nor the judgments to be entered approving this settlement nor any related document shall be offered or received in evidence as an admission, concession, presumption or inference against any party to this Stipulation – provided that this Stipulation and the settlement provided for herein and the orders and judgments entered pursuant hereto may be introduced by any Party in any proceeding to enforce the terms hereof, including introduction to support the assertion of the bar of collateral estoppel or res judicata against any action now being prosecuted (or hereafter commenced) by, or on behalf of, Class Members.

23. Entire Agreement. The foregoing constitutes the entire agreement between the Plaintiffs and Settling Defendants with regard to the subject matter hereof and may not be modified or amended except in writing signed by all Parties hereto.

24. Applicable Law. This Stipulation, which has been made and delivered in the State of Alabama, shall be deemed to be under seal and to be a contract under the laws of the State of Alabama. This Stipulation for all purposes, including, but not limited to, its validity, construction and enforceability, shall be governed in all respects by said laws.

25. Counterparts. This Stipulation may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same document.



IN WITNESS WHEREOF, and as evidence of our understanding and voluntary execution of this document, we have hereunto set our hands and seals to this Stipulation on the \_\_\_\_ day of \_\_\_\_\_, 2010.

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**EXHIBIT A**  
**TO**  
**STIPULATION OF**  
**SETTLEMENT AND**  
**COMPROMISE**



**COMMUNITY FOUNDATION**

*of Northeast Alabama*

Estimated college or academic expenses per year: \$ \_\_\_\_\_  
 Do you plan to work while attending college? Yes \_\_\_ No \_\_\_ If yes, how many hours per week \_\_\_\_\_  
 Have you applied for Federal Financial Assistance? Yes \_\_\_ No \_\_\_  
 List other scholarships you have applied for (indicate if you have received an award notification): \_\_\_\_\_

You are required to notify the Community Foundation office of any financial aid or scholarships you receive after you submit this application. Failure to do so may terminate your application.

List employment history beginning with the present: (do not attach a résumé)

Employer	Position	From Month/Year

**SERVICE INFORMATION**

Using the space below, please list your most important community activities and school related extracurricular activities during high school, and college if applicable: (do not attach a resume)

Activity	Number of years	Level of involvement (i.e. officer, member)

Special recognition, awards, and honors	Number of years	Group or activity sponsoring the award

List all the Community Foundation scholarship(s) for which you wish to apply for: \_\_\_\_\_

**LETTERS OF RECOMMENDATION**

Attach or send two (2) letters of recommendation. Please note, they MUST arrive by the published scholarship due date.

**ESSAY**

An essay may be required to complete the application. Consult the specific scholarship guidelines for essay topic and other materials they may be required to complete the application packet.

**VERIFICATION**

Each applicant is required to verify eligibility as an Applicant from Property Settlement Zone 1 or Applicant from Property Settlement Zone 2, using the attached form "Verification of Eligibility."



COMMUNITY FOUNDATION

*of Northeast Alabama*

In submitting this application electronically or via mail, I certify that the information provided is complete and accurate to the best of my knowledge. Falsification of information may result in disqualification of a scholarship. I understand that all information provided in this application will be authenticated by Foundation staff should I receive a scholarship. I also certify that I have read the instructions and will provide all requests for grade reports, transcripts, notification of other scholarship awards and change in plans, should I receive a scholarship.

\_\_\_\_ I understand the conditions of eligibility and wish to submit this application. (Check box)

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_



## COMMUNITY FOUNDATION

*of Northeast Alabama*

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### SCHOLARSHIP APPLICATION CHECKLIST

The application becomes complete and valid only when you have returned the following materials by the appropriate application due date. Please consult the specific published scholarship guidelines for other details or award criteria. You will be sent a confirmation postcard only when the entire packet has been received. Incomplete applications **will not** be forwarded to the Scholarship Committee. School counselors and Foundation staff are not responsible for contacting you or ensuring that your application is complete. However, the Foundation will be glad to inform you of materials received and assist you with any questions related to this application process.

\_\_\_\_\_ Application Form

\_\_\_\_\_ Signed Disqualified Persons Policy

\_\_\_\_\_ Two (2) Letters of Recommendation

\_\_\_\_\_ Essay (see the specific fund guidelines for details)

\_\_\_\_\_ Verification of Eligibility as Applicant for Property Settlement Zone 1 or Applicant for Property Settlement Zone 2 (see the specific fund guidelines for details).

Because the application and the attachments must be copied, please adhere to the following requirements:

- Do not use staples.
- All attachments should be copied on 8 ½ X 11 paper.
- All applications and attachments must be mailed or hand delivered; transmissions by facsimile will not be accepted.

Submit your application Online at [www.yourcommunityfirst.org](http://www.yourcommunityfirst.org)

or

**Mail your application to:**

Eula Tatman, Vice President  
Community Foundation of Northeast Alabama  
Post Office Box 1826  
113 Quintard Avenue, Suite 100  
Anniston, Alabama 36202-1826

For additional information, contact the Foundation at:  
Telephone: 256-231-5160, ext. 26 Fax: 256-231-5161  
Email: [info@yourcommunityfirst.org](mailto:info@yourcommunityfirst.org)

**VERIFICATION OF ELIGIBILITY AS APPLICANT  
FOR EVANS LITIGATION SCHOLARSHIP FUND**

In order for your Scholarship Application to be considered, you must provide the information requested below:

Applicant Name \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ (this is needed in order to submit appropriate forms to the Internal Revenue Service)

Are you currently in bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

*Proof of Ownership*

In order to be eligible for scholarship benefits, you must be the Owner, Former Owner, spouse, child, grandchild or dependent of an Owner or Former Owner of residential (improved or unimproved) property located in Property Settlement Zones 1-A, 1-B, 1-C, 1-D or 2.

Please indicate whether you are making application as:

_____	Owner	_____	Former Owner
_____	Spouse of Owner	_____	Spouse of Former Owner
_____	Child of Owner	_____	Child of Former Owner
_____	Grandchild of Owner	_____	Grandchild of Former Owner
_____	Dependent of Owner	_____	Dependent of Former Owner

If you are making application as a spouse, child, grandchild or dependent of an Owner or Former Owner, indicate the name of the Owner or Former Owner under whom you are claiming:

\_\_\_\_\_

Address of Property under which you are claiming: \_\_\_\_\_

Indicate the Property Settlement Zone under which you are claiming:

_____	Zone 1-A
_____	Zone 1-B
_____	Zone 1-C
_____	Zone 1-D
_____	Zone 2

You should submit copies of as many of the following documents as possible with your completed Scholarship Application to prove ownership of property. If you are making a claim as or by relationship to a Former Owner, please provide this information regarding both your original purchase and your sale of the property in question:

- Recorded deed of sale
- Closing statement
- Mortgage statement

- Property tax bill
- Utility bill
- Phone bill
- Lease agreement with a tenant

If you or the property fall into any of the categories underlined below, the additional documentation noted must be provided:

- You are divorced – Recorded divorce decree.
- The property is in a trust or an Estate – Deed from the purchase of the property by the deceased, death certificate, and a quitclaim deed (if the property was transferred to an heir). If there is an estate or will, the Executor of the estate must provide the probated will to identify heirs and a copy of the Letters Testamentary to prove the name of the Executor.
- Bond for Title financing – If the property was financed by a Bond for Title agreement (BFT) or a Contract for Deed agreement (CFD), provide the agreement and a recorded release of the BFT or CFD agreement, if applicable.
- Tax Sales – For property bought at a tax sale, a recorded copy of the tax deed.

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*Verification of Status as a Class Member*

If you are claiming benefits as a result of your status as a spouse, child, grandchild, or dependent of an Owner or Former Owner, you must, in addition to providing proof of ownership of property in Property Settlement Zones 1-A, 1-B, 1-C, 1-D or 2, provide the applicable proof of status described below:

- If you are making application as a spouse of an Owner or Former Owner, provide a copy of the marriage license with the Owner or Former Owner of the property.
- If you are making application as a child of an Owner or Former Owner, provide a copy of your birth certificate or adoption papers showing your relationship with the Owner or Former Owner of the property.
- If you are making application as a grandchild of an Owner or Former Owner, provide a copy of your birth certificate or adoption papers and the birth certificate or adoption papers of a parent showing his/her relationship with the Owner or Former Owner of the property.
- If you are making application as a dependent of an Owner or Former Owner, provide a copy of the most recent federal tax return of the Owner or Former Owner of the property showing your status as a dependent.

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*Additional Verification if Claiming Relative to Settlement Zone 1-D*

If you are claiming benefits in connection with property located in Settlement Zone 1-D, your certification below is an affirmation that you understand any scholarship amount you are awarded will be reduced by \$250.00 if the Current Owner of the property received a direct cash payment under the settlement agreement.

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I certify that all information on this form and the documents are true and correct.

Applicant: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B**  
**TO**  
**STIPULATION OF**  
**SETTLEMENT AND**  
**COMPROMISE**

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## EVANS LITIGATION SCHOLARSHIP FUND GUIDELINES

The Evans Litigation Scholarship Fund (the "Scholarship Fund") was established by Phelps Dodge Industries, Inc. ("PDI"), MW Custom Papers, LLC ("MWCP"), FMC Corporation and United Defense, LP ("FMC/UDLP"), and United States Pipe and Foundry Company, LLC ("USP") as part of a litigation settlement to provide financial assistance to qualified applicants from Calhoun County who seek to improve themselves and their communities through continuing their education. Any uncertainty or conflict as between these Guidelines and the litigation settlement shall be resolved pursuant to the terms of the Settlement Agreement.

The Scholarship Fund will be administered by the Community Foundation of Northeast Alabama (the "Community Foundation") or such other entity as approved by the United States District Court for the Northern District of Alabama.

Duration: Awards from the Scholarship Fund shall be available to eligible applicants for a term of five (5) years from [insert date of completion of Final Publication Notice] to [insert date five years from date of completion of Final Publication Notice], or such earlier period in the event no monies remain in the Scholarship Fund. Recipients must claim and expend any award within six (6) months after receiving notice and confirming his/her acceptance of the award.

Applicants: The award(s) is (are) allocated to individuals based on the following two geographic parameters:

Property Settlement Zone 1. Individuals who owned residential real property (or spouse, child, grandchild or dependent of such individual) located in the following designated areas from 1999 to 2010, as set forth in the attached set of maps (Exhibit G to the Settlement Agreement). These areas can be generally described as follows:

(i) properties north of Highway 202 and west of Noble Street in Anniston that are also located within one-half mile of the center of any of the former MWCP facilities (Zone 1-A);

(ii) properties that are located within one mile of the center of the former PDI facility on Golden Springs Road (Zone 1-B);

(iii) properties north of Highway 202 in west Anniston that are also located within one-half mile of the center of the former FMC/UDLP facility on West 10<sup>th</sup> Street (Zone 1-C); and

(iv) properties that are located within a polygon shaped area associated with the former USP facility on Front Street (Zone 1-D) and which are more specifically identified by parcel number or property address on the attached list of Zone 1-D eligible properties.

Properties located within Settlement Zone 1 are extended preference in applying for a scholarship from the Fund over those associated with Property Settlement Zone 2.

Property Settlement Zone 2. In any year of the Fund's duration, as defined above, where there are remaining funds not utilized by Property Settlement Zone 1 applicants, awards may be made to individuals who owned residential real property (or spouse, child, grandchild or dependent of such individual) located in Calhoun County (excluding Property Settlement Zone 1) from 1999 to 2010 based on the same criteria outlined in the Awards section of these Guidelines.

Applicants from both Property Settlement Zone 1 and Property Settlement Zone 2 who have a diploma from any accredited public or private high school or who have earned the General Education Development (GED) certificate and are individuals who owned residential real property located in Calhoun County (or spouse, child, grandchild or dependent of such individual) are eligible to apply for the scholarship without regard to race, religion, gender, national origin, or disability. In addition, the following priorities, in the enumerated order, shall be used to evaluate candidates:

- 1) Applicants from *Property Settlement Zone 1*
- 2) First-time member of his/her family to attend either a two- or four-year college
- 3) Candidates with documented financial need and demonstrated academic ability
- 4) High school seniors pursuing a two- or four-year degree
- 5) Returning student or adult pursuing an associate or bachelor's degree
- 6) Adults applying for a certification, certificate or continuing education credits

In addition, when considering applicants from Property Settlement Zone 2, the Scholarship Committee shall consider: (1) the proximity of the Eligible Property, as that term is defined in the Stipulation of Settlement and Compromise, upon which the application is based, to Property Settlement Zones 1-A, 1-B, 1-C, and 1-D; and (2) the length of ownership of the Eligible Property by the applicant or the person under whose ownership the applicant is claiming.

Awards are restricted to accredited institutions of higher learning or meeting industry recognized standards within the United States. The award is for either part-time or full-time enrolled students and may be renewable for two years for students pursuing an associate or bachelor degree or adults applying for a certification, certificate or continuing education credits providing that the recipient continues to maintain the standards of these Guidelines. Awards are restricted for the pursuit of career-related studies and cannot be used for recreational, hobby or cultural interests. In the event of any uncertainty of these Guidelines, the Scholarship Committee will make the final and absolute determination of an applicant's eligibility. The maximum available award per property address, irrespective of the number of different applicants or number of renewals for a single applicant, is \$500.

Award Amounts: During the first year of the Scholarship Fund, the Foundation may make awards in an aggregate amount not to exceed \$300,000.00. In each succeeding year, the Fund shall set aside \$150,000.00 for awards, plus any amount not awarded in the prior year, to the extent that Funds are available.

The Scholarship Committee of the Community Foundation (the "Scholarship Committee") will review all applications and make recommendations to the Foundation's Board of Trustees as to the amount of each scholarship to be awarded. The range of award amounts to be considered by the Scholarship Committee is \$250 to \$500. In the event that an Applicant is from Property Settlement Zone 1-D and relates to a property that received a cash payment (whether or not received by the Applicant), the amount of any award shall be reduced by the amount of the cash payment. During the first year of the Scholarship Fund, no recommendation or decision will be

made as to the amount of a scholarship awarded to an Applicant from Property Settlement Zone 1-D until the period of payment of Cash Claims under the Stipulation of Settlement and Compromise has expired. Even though a scholarship is listed as "renewable" to the limited pool listed above, this does not guarantee a future award.

Application: These Guidelines and the Application Packet will be distributed to the guidance counselors at high schools in Calhoun County and will be publicized to specific organizations and institutions based on the Fund's class of applicants. Information concerning all available scholarships at the Community Foundation are available directly from our office or website ([www.yourcommunityfirst.org](http://www.yourcommunityfirst.org)).

To be considered for the scholarship, applicants must submit the completed documentation to the Community Foundation by February 1. The Scholarship Committee will not consider incomplete applications.

Verification of Eligibility: Each applicant is required to verify eligibility as an Applicant from Property Settlement Zone 1 or Applicant from Property Settlement Zone 2, using the form "Verification of Eligibility" attached to the Application Packet.

Essay: An essay is not required for continuing education, certification courses and career training. An essay is required for all applicants seeking a scholarship award. The applicant is asked to describe his or her personal aspirations, educational, and career goals. Significant weight will be given to essays that provide i) examples of community service and ii) illustrate the applicant's motivation, drive or determination. The applicant should conclude the statement with the main reason why the committee should award him/her the scholarship. This composition should be typed and be no longer than three double-spaced pages.

Ineligible Persons: Employees of Phelps Dodge Industries, Inc., MW Custom Papers, LLC, FMC Corporation, United Defense, LP, and United States Pipe and Foundry Company, LLC, including any subsidiaries or affiliates, and their extended family members are "disqualified persons" as defined by the IRS and are ineligible to receive a scholarship from the Fund. In addition, the Foundation's Board of Trustees, former trustees, employees and Scholarship Committee members, including their spouses, children, adopted children, grandchildren and great-grandchildren, are prohibited from applying or receiving any scholarship, grant or financial award from the Foundation. Based on IRS regulations, this disqualifying exclusion exists for five (5) years after concluding volunteer service or employment.

Review Committee: The Scholarship Committee has the sole authority to review all applications and make recommendations to the Foundation's Board of Trustees.

Review Process: Staff will review the application for clarity and completeness; copies of applications and all documentation will be forwarded to the Scholarship Committee. Committee members will have four weeks to review the applications, conduct interviews, if necessary, and hold a final determination meeting. This recommendation is submitted to the Foundation's Board of Trustees for final approval. Ideally, awards will be finalized and made public in April.

Availability and Payments: Due to the set time duration of the Fund, it may not be awarded every year. Please check with the Foundation office regarding award availability.

The Foundation will make scholarship payments at the beginning of each academic semester or prior to enrollment or attendance depending on the course of study. Distributions will not be

made until the Foundation receives the (i) signed letter of acceptance by the applicant provided by the Foundation and (ii) certified proof of enrollment from the institution, association or program. Checks are made directly to the financial administration office at the college, association or institution. No distribution will be made to any individual for any reason.

Students must inform the Community Foundation of any additional educational or financial aid grants or awards immediately upon notification. Failure to do so may result in the termination of this scholarship. In addition, the scholarship recipients must provide the Community Foundation with an official copy of their transcript, certificate or credit award at the end of each academic term (semester), session or course. For degree students, failure in any single term to maintain a 2.5 overall grade point average or better on a 4.0 scale will result in the termination of the scholarship award.

Responsibility of Recipient: Each award recipient is responsible for fulfilling requirements for admission to the college, institution of higher learning or course of study. The scholarship recipients must enroll within six (6) months following their selection; otherwise, they forfeit the award. No award shall be carried over beyond nine (9) months from the date of acceptance. Recipients not completing the full academic term must request that the school reimburse the Community Foundation for any funds eligible for refund.

Assumptions: These *Scholarship Fund Guidelines* are not a contract. The Community Foundation is the sole owner of the Fund as Scholarship Fund Settlement Administrator and its Board of Trustees has absolute control of the assets in the Fund subject to the requirements of the Stipulation of Settlement and Compromise and continuing authority of the Court. Phelps Dodge Industries, Inc. MW Custom Papers, LLC, FMC Corporation, United Defense, LP, and United States Pipe and Foundry Company, LLC do not have any ownership, oversight or authority in matters related to awards other than the Foundation's obligation to meet the standards of these *Guidelines* and as set forth in the Stipulation of Settlement and Compromise Agreement.

No obligation or liability of any kind will be imposed upon the Community Foundation by any applicant or recipient. These *Guidelines* are subject to change provided that such changes are not inconsistent with the Settlement Agreement; therefore, applicants should inquire if revised *Guidelines* have been issued. This may include the due date of the application documents, the award amounts or requirements related to supporting documents.

The Community Foundation will not (i) accept applications that are presented after the due date; (ii) contact applicants to locate missing documents such as letters of recommendation; (iii) contact recipients to return the Letter of Acceptance form; or (iv) contact recipients to provide proof of enrollment in order to receive their scholarship award.

October 25, 2010

**EXHIBIT C-1  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**

Dennis G. Pantazis  
The Kress Building  
301 19<sup>th</sup> Street North  
Birmingham, Alabama 35203  
(205) 314-0531

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THE BACK OF THIS CARD PROVIDES BASIC INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT, AND A WEBSITE WHERE YOU CAN OBTAIN ADDITIONAL INFORMATION ABOUT IT.

THIS NOTICE ADVISES YOU OF A PROPOSED CLASS ACTION SETTLEMENT INVOLVING YOUR OWNERSHIP, PAST OR PRESENT, OF RESIDENTIAL PROPERTY IN OR SURROUNDING THE ANNISTON, ALABAMA AREA.

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.

PLEASE READ IT CAREFULLY.

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ISAIAH EVANS, et al., vs. UNITED STATES PIPE & FOUNDRY COMPANY, INC., et al., in the United States District Court for the Northern District of Alabama Eastern Division, Case No.: 1:05-cv-01017-KOB

THIS CARD PROVIDES LIMITED INFORMATION ABOUT THIS PROPOSED SETTLEMENT.

There is a proposed Settlement pending in a class action involving claims of eligible current and former owners of certain residential properties in Calhoun County, Alabama against Phelps Dodge Industries, Inc. (PDI), MW Custom Papers, LLC (MWCP), FMC Corporation and United Defense, LP (FMC/UDLP), and United States and Pipe Foundry Company LLC (USP) ("Settling Defendants"). The lawsuit, *Isaiah Evans, et al. v. United States Pipe & Foundry Company, Inc., et al.*, Case No.: 1:05-CV-01017-KOB, is pending in the United States District Court for the Northern District of Alabama, Eastern Division.

You are a Class Member if you are a Current or Former Owner of residential property in Calhoun County, Alabama. You are a Current Owner if you owned the eligible property on [insert date of entry of Preliminary Approval Order], and you are a Former Owner if you owned the eligible property at any point and for any length of time from April 8, 1999 up to but not including [insert date of entry of Preliminary Approval Order].

Under the proposed Settlement, Settling Defendants will pay a total of \$1,700,000 as the "Settlement Consideration." The Settlement Consideration will be used in part to establish a Scholarship Fund that will award scholarship benefits to eligible Class Members (or their spouses, children, grandchildren or dependents). A portion of the Settlement Consideration will be used to make direct payments to a few Class Members who are current owners of certain properties located in the immediate vicinity of the former USP Front Street Foundry. These eligible properties are listed on Exhibit G to the Stipulation of Settlement that can be found on the Class Counsel's website and are referenced as Property Settlement Zone 1-D. A Court approved fee to administer the payments to Zone 1-D properties will also be paid from the Settlement Consideration. The details of the Scholarship Fund and Cash Component of the Settlement Consideration are set out in the Stipulation and in Exhibits B, I, and J to the Stipulation, also on the website. Class Counsel will petition the Court to be paid a reasonable fee of \$510,000, to be reimbursed for its expenses incurred in prosecuting this case for the class in the amount of \$108,000, and for the Class Representatives to be paid an incentive award of \$500 each above and beyond what they may otherwise be eligible to

receive under the settlement. These payments will also be paid from the Settlement Consideration. In addition, FMC/UDLP will pay up to \$25,000 for notice costs. Class Counsel may seek reimbursement from the Settlement Consideration of notice costs if they exceed \$25,000. In exchange for the settlement benefits, the Class Members will release all claims against Settling Defendants and other Released Parties (defined in the Stipulation of Settlement) arising from the alleged damage to residential properties described above. The details of the "Released Claims" are set out in the Stipulation of Settlement Paragraph 13(b) that can be found on the settlement website.

To get all the details of this proposed settlement and your rights and obligations, you must visit Class Counsel's website: [www.wcqp.com](http://www.wcqp.com). If you do not have access to the internet from your home or work place or through a family or friend, you may do so at the following locations in the area.

Library Name	Branch	Address	City
Public Library of Anniston	Main	108 East 10 <sup>th</sup> Street	Anniston
Public Library of Anniston	Carver	722 West 14 <sup>th</sup> Street	Anniston
Jacksonville Public Library		200 Pelham Road S.	Jacksonville
Piedmont Public Library		106 North Main St.	Jacksonville
Oxford Public Library		213 Choccolocco St.	Oxford

If you are still unable to access the settlement internet website, you may obtain a copy of the full Notice and necessary forms by writing or calling the attorney representing the plaintiffs, whose information is on the front side of this card.

You have until (insert date sixty-five (65) days from entry of the Preliminary Approval Order) to make certain decisions about opting out of or objecting to the Settlement. If you do not opt out or submit any objections by this date, and you are a member of the Class, you will be bound by the Settlement and will be eligible to participate in the benefits. You need not do anything else at this time. If you wish to object or exclude yourself from the proposed Settlement, you must do so by [insert date sixty-five (65) days from entry of the Preliminary Approval Order] and follow the requirements set out in the Stipulation that is on the website. The time to submit a Scholarship Application to seek the benefits of the settlement will be after the Court has given final approval of the settlement, and additional notice will be provided in the newspaper and the website to reflect this information. The Court's hearing to give final consideration to the proposed settlement is at the Federal Building & U.S. Courthouse, 1129 Noble Street, Anniston, AL 36201 on (insert date) at (insert time).



**EXHIBIT C-2  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
EASTERN DIVISION

ISAAH EVANS, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No.: 1:05-cv-01017-KOB
	)	
UNITED STATES PIPE & FOUNDRY	)	
COMPANY, INC., et al.,	)	
	)	
Defendants.	)	

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT OF  
CLASS ACTION, SETTLEMENT FAIRNESS HEARING, AND YOUR  
POTENTIAL RIGHTS AND OBLIGATIONS**

THIS NOTICE MAY AFFECT YOUR RIGHTS-  
PLEASE READ IT CAREFULLY

TO: PERSONS WHO OWN AS OF [insert date of entry of Preliminary Approval Order] RESIDENTIAL PROPERTY SITUATED IN CALHOUN COUNTY, ALABAMA.

TO: PERSONS WHO OWNED AT ANY POINT AND FOR ANY LENGTH OF TIME FROM APRIL 8, 1999 UP TO BUT NOT INCLUDING \_\_\_\_\_, 2010 [insert date of entry of the Preliminary Approval Order] RESIDENTIAL PROPERTY SITUATED IN CALHOUN COUNTY.

PLEASE BE ADVISED THAT THE COURT IN THIS CASE HAS PRELIMINARILY CERTIFIED, FOR SETTLEMENT PURPOSES ONLY, A CLASS ACTION LAWSUIT ON BEHALF OF PRESENT AND CERTAIN FORMER OWNERS OF RESIDENTIAL PROPERTY WITHIN CALHOUN COUNTY ALABAMA, AND HAS PRELIMINARILY APPROVED THE PROPOSED SETTLEMENT OF THIS LAWSUIT. YOU HAVE BEEN IDENTIFIED AS POTENTIALLY FALLING WITHIN THIS GROUP. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY BECAUSE IT MAY AFFECT YOUR RIGHTS.

1. This case was filed in court against Defendants, Phelps Dodge Industries, Inc. ("PDI"), MW Custom Papers, LLC ("MWCP"), United States Pipe & Foundry Company, LLC ("USP"), FMC Corporation and United Defense, L.P. ("FMC/UDLP"), by individual property owners ("Plaintiffs") alleging Defendants caused foundry waste materials and other pollution to be deposited upon their residential property ("Action").

2. This Proposed Settlement relates to the claims asserted against PDI, MWCP, FMC/UDLP, and USP (collectively, "Settling Defendants").
3. While Plaintiffs and their counsel believe that the claims asserted in the Action have merit, they recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Action against Settling Defendants through trial and possible appeals. Plaintiffs and their counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in complex environmental litigation such as this Action, as well as the difficulties and delays inherent in litigation of this nature. Plaintiffs and their counsel are also mindful of the inherent problems of proof under, and possible defenses to, the claims asserted in the Action. Based on their evaluation, Plaintiffs and their counsel have determined that the settlement set forth in the Stipulation is fair, reasonable and adequate and in the best interests of the Class.
4. Settling Defendants each denied and continues to deny each and every claim and all of the contentions alleged by Plaintiffs. Settling Defendants each expressly have denied and continue to deny all allegations of wrongdoing, fault, liability or damage to the Plaintiffs, their residential properties, or the Class, deny that it engaged in any wrongdoing, denies that it committed any violation of law, deny that it acted improperly in any way, deny that its facilities have caused Plaintiffs' damages, and believe that the Action is totally without merit. Notwithstanding its belief that this Action is without merit, Settling Defendants each have concluded that further litigation of the Action would be protracted and expensive, and that it is desirable to fully and finally settle the claims of Plaintiffs and the members of the Class on the terms and considerations stated in the Stipulation in order to eliminate the burden and expense of further litigation and to put the litigation to rest finally and forever, without acknowledging any wrongdoing, fault, liability, or damage to Plaintiffs, the members of the Class, or their residential properties.
5. The recitations in this notice are based on the statements of the Parties and is not an expression or opinion of finding of the Court.
6. The Court has preliminarily and conditionally approved the proposed settlement and authorized the Parties to notify you as a potential class member of the proposed settlement.

#### ABOUT CLASS ACTIONS

7. A class action is a type of lawsuit in which one or a few named plaintiffs brings a lawsuit on behalf of all the members of a similarly situated group, to recover for all of the group without the necessity of each member filing his or her own lawsuit or appearing as an individual plaintiff. Class actions are used by the courts where the basic issues of law and fact raised by all claims are common ones, so that it is fair to bind all class members to the orders and judgments made in the case, without the necessity of hearing essentially the same claims over and over.

#### PRELIMINARY COURT RULING, DEFINITION OF CLASS MEMBERS

8. By Order of **[insert date of Preliminary Approval]**, the Court conditionally and preliminarily certified this case as a class action and has given conditional and preliminary approval of the Parties' proposed settlement.
9. The Class covers members who own, or used to own, residential property in Calhoun County at any time and for any duration from April 8, 1999 to **[insert date of Preliminary Approval]**.
10. If you fit within this description, you will be considered a potential member of the Class; you may be eligible to receive settlement benefits; and you will be bound by the Court's decisions at the Settlement Fairness Hearing and any Order and Final Judgment entered by the Court unless you exclude yourself from the Class in the manner described below.
11. The Court has also preliminarily and conditionally approved Isaiah Evans, Macy Carter, Brenda Gray, Lora Malone, Alberta McCrory, Roseada Bailey, Dorothy Elston, Carol Smith, Darrel Brunson, Flora Sanders, Kelvin Howard, Lorenzo Sistruck, James Whatley and Michael Washington as adequate representatives of the Class to pursue this settlement on your behalf if you do not elect to exclude yourself from the Class in the manner described below.
12. The Court has also approved two law firms – Wiggins, Childs, Quinn & Pantazis, LLC and Lowe & Grammas, LLP – as counsel for the Class to pursue this proposed settlement on your behalf if you do not elect to exclude yourself from the Class in the manner described below.

#### SUMMARY OF THE PROPOSED SETTLEMENT

13. Under the proposed settlement, the Settling Defendants will be paying \$1,700,000 in the aggregate (\$500,000 by PDI, \$500,000 by MWCP, \$250,000 by FMC/UDLP, and \$450,000 by USP) to (1) award scholarship benefits to eligible applicants; (2) pay attorneys' fees and expenses for Class Counsel, as approved by the Court; (3) pay incentive awards to Class Representatives, as approved by the Court; and (4) in the case of USP, also make payments to Current Owners of Eligible Properties in Settlement Zone 1-D along with the Court-approved cost to administer such payments. The details of the possible scholarship benefits and the possible cash payments are set forth in the Stipulation of Settlement (particularly Exhibit B) and can be found on the settlement website or by contacting Class Counsel. In addition, FMC/UDLP will pay up to \$25,000 for notice costs.
14. Under the proposed settlement, eligible residential property in Calhoun County is divided into different Settlement Zones. Zone 1-A, Zone 1-B, Zone 1-C, and Zone 1-D can be generally described as certain residential parcels that are proximate to the former foundry operations of MWCP (Zone 1-A), the former foundry operations of PDI (Zone 1-B), the former foundry operations of FMC/UDLP (Zone 1-C), and the former foundry operations of USP (Zone 1-D). Residential property located in Calhoun County, that is not located within Zone 1-A, Zone 1-B, Zone 1-C, or Zone 1-D, is considered to be Zone 2. Further information regarding these Settlement Zones, including a more detailed description and map showing Zone 1-A, Zone 1-B, Zone 1-C, and Zone 1-D, can be found in the Stipulation of Settlement (specifically, Exhibit G).

15. In addition to Class Members, the children, grandchildren, parents and dependents of Class Members are also eligible applicants to seek an award from the Scholarship Fund.
16. Under the proposed settlement, Class Members have to submit a Scholarship Application, provide documentation attesting to their ownership (past or present) of residential property within the Settlement Zones, and otherwise establish their eligibility in order to receive the settlement consideration.
17. The amount from the Scholarship Fund that Class Members may receive is described in Exhibit B to the Stipulation. A maximum of \$500 may be awarded per Eligible Property. For properties located in Zone 1-D, the amount of any cash payment will be subtracted from the amount of any scholarship award to current or former owners of those properties. Properties located in Zone 1 will be given preference over those in Zone 2.
18. Current Owners of Property in Zone 1-D are eligible, following timely and appropriate application, to receive a cash payment of \$250. The Zone 1-D owners have to submit a Claim Form, provide documentation regarding their ownership of residential property within Zone 1-D, and otherwise establish their eligibility to receive a cash payment out of the settlement amount paid by USP. This amount will be subtracted from any scholarship award made to a current or former owner of the same property.
19. Class Counsel will petition the Court for an award of attorneys' fees as compensation for achieving the benefits described above, as well as reimbursement of expenses they have incurred in prosecuting this case on behalf of the Class. Class Counsel intend to ask the Court to approve and award attorneys' fees of up to \$ 510,000, plus costs and expenses of up to \$108,000, for a total award of up to \$ 618,000. Class Counsel may also seek reimbursement of notice costs if they exceed \$25,000. Class Counsel also intend to ask the Court to approve and award to each Class Representative an incentive award of \$500 each, above and beyond what they may otherwise receive under the Settlement. If approved by the Court, these amounts to Class Representatives and Class Counsel will be paid from the \$1,700,000 aggregate amount paid by the Settling Defendants; the remainder of the \$1,700,000 will be used for the cash payment and scholarship fund programs described above.
20. The foregoing description of the proposed settlement is a summary only. The complete Stipulation and details of the settlement can be found on Class Counsel's website at [www.wcqp.com](http://www.wcqp.com).

#### WHAT YOU NEED TO DECIDE NOW

21. If you fit the above description of a Class member, you have a choice whether to remain a member of the class on whose behalf this lawsuit is being maintained, and to participate in the settlement benefits, or you may exclude yourself from the settlement altogether. Either choice will have its consequences, which you should understand before making your decision.
22. If you want to be **included** in the Class and receive the benefits of the proposed settlement, you do not need to take any affirmative action at this time. You will be

notified at a later time when and how to submit a Scholarship Application for benefits from the settlement.

23. If you want to be **excluded** from the class and not receive any benefits of the proposed settlement, you must complete the Exclusion Request Form, Exhibit H to the Stipulation (available on the website or by contacting Class Counsel), and return it to the address shown on the Exclusion Request by mail to be **postmarked no later than [insert date sixty-five (65) days from entry of the Preliminary Approval Order]. DO NOT SEND THIS NOTICE IF YOU WISH TO BE INCLUDED IN THE CLASS OR PARTICIPATE IN THE PROPOSED SETTLEMENT.**

#### RIGHTS AND OBLIGATIONS OF CLASS MEMBERS

24. If you desire to remain a member of the class, you should not file the “Exclusion Request” and are not required to do anything at this time. You will be required to submit the proper claim form at a later time.
25. If you wish to remain a member of the class but wish to express objections to the proposed settlement, including the Class Counsel’s requested fees and expenses, you may make an objection as set out in the Stipulation, but if the Court overrules your objections and approves the settlement and Class Counsel’s fees and expenses, you will be bound by the Court’s decision.
26. If you remain a member of the class and if the settlement is given final approval:
- a. Any of your claims against Settling Defendants for damages being released in this matter arising from your ownership of residential properties in the indicated zones cannot be presented in any other lawsuit.
  - b. You will be required, as a condition for applying for scholarship benefits and/or cash payments, to present evidence or documentation concerning your residential property.
  - c. As a class member you are not obligated to pay any attorneys’ fees or costs arising out of this litigation, except that the payment of attorneys’ fees and costs will be made out of the total cash fund being provided by Settling Defendants.
27. You may, of course, seek the advice and guidance of your own attorney if you desire, at your cost.
28. The pleadings and other records in this litigation may be examined and copied at any time during the regular office hours of the United States District Court, Hugo L. Black, 1729 5<sup>th</sup> Avenue North, Birmingham, Alabama 35203. A copy of the Complaint will be posted on Class Counsel’s website at [www.wcqp.com](http://www.wcqp.com).

#### SETTLEMENT FAIRNESS HEARING

29. As already noted, the Court has only given preliminary and conditional approval to the proposed settlement. The Court will conduct an independent final review of the adequacy, fairness and reasonableness of the settlement in light of such materials as are presented to the Court in support of, or in opposition to, the settlement. **The Court shall conduct a hearing on the request to approve the**

proposed settlement on \_\_\_\_\_, \_\_\_\_\_, at the United States District Court, 1129 Noble Street, Anniston, Alabama, at \_\_\_\_\_ a.m./p.m. The Court may, in its discretion, hold further hearings or continued hearings. No further notice will be given except to persons who have entered an appearance in this action or submitted written statements supporting or objecting to the proposed settlement by the date and time set forth below.

30. If you have not requested exclusion from the class and you wish to be heard at the hearing described above, either to oppose or to support the proposed settlement, or to otherwise submit comments to the proposed settlement, you must follow the instructions for doing so as set out in Paragraph 6 of the Stipulation, and you must do so no later than **[insert date sixty-five (65) days after Preliminary Approval Order]**.

**EXHIBIT D  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
EASTERN DIVISION

ISAIAH EVANS, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No.: 1:05-cv-01017-KOB
	)	
UNITED STATES PIPE & FOUNDRY	)	
COMPANY, INC., et al.,	)	
	)	
Defendants.	)	

**If You Are a Current or Former Owner of Certain  
Residential Property in the Anniston, Alabama Area**

**You may be entitled to benefits from a class-action settlement**

There is a proposed Settlement pending in a class action involving claims of eligible current and former owners of certain residential properties in Calhoun County, Alabama. The lawsuit, *Isaiah Evans, et al., Plaintiffs v. United States Pipe & Foundry Company, Inc., et al., Defendants*, Case No.: 1:05-CV-01017-KOB, is pending in the United States District Court for the Northern District of Alabama, Eastern Division.

**What is the Lawsuit About?**

The lawsuit claims that the operations of Defendants, Phelps Dodge Industries, Inc. ("PDI"), MW Custom Papers, LLC ("MWCP"), United States Pipe & Foundry Company, LLC ("USP"), FMC Corporation and United Defense, L.P. ("FMC/UDLP") (collectively "Settling Defendants"), resulted in foundry waste and contaminants to be located on certain residential properties in Calhoun County, Alabama. Settling Defendants deny any wrongdoing, but have agreed to settle to avoid the cost and expense of further litigation. Plaintiffs, in light of the uncertainty of continuing the litigation against Settling Defendants and the benefits from the proposed settlement, believe they should settle their claims.

**Who is Included?**

You are a Class Member if you are a Current or Former Owner of residential property in certain designed Settlement Zones in and around Calhoun County, Alabama. You are a Current Owner if you owned the eligible property on [insert date of entry of Preliminary Approval Order], and you are a Former Owner if you owned the eligible property for any length of time from April 8, 1999 up to but not including [insert date of entry of Preliminary Approval Order]. Information about the Settlement Zones, which include residential properties in Calhoun County, whether your property is eligible, necessary forms for you to complete, as well as other information about the settlement, can be found at the alternative locations identified at the end of this notice.

**What Does the Settlement Provide if Approved?**

Settling Defendants will pay a total of \$1,700,000 as the "Settlement Consideration." The Settlement Consideration will be used in part to establish a Scholarship Fund that will award scholarship benefits to

eligible Class Members. A portion of the Settlement Consideration will be used to make direct payments to a limited number of Class Members who are current owners of certain properties located in the immediate vicinity of the former USP Front Street foundry. These eligible properties are listed on Exhibit G to the Stipulation of Settlement that can be found on the settlement website and are referenced as Property Settlement Zone 1-D. The details of the Scholarship Fund and Cash Component of the Settlement Consideration are set out in the Stipulation and Exhibits B, I, and J to the Stipulation, also on the website. Class Counsel will petition the Court to be paid a reasonable fee of \$510,000 to be reimbursed for its expenses incurred in prosecuting this case for the class in the amount of \$108,000, and for the Class Representatives to be paid an incentive award of \$500 each above and beyond what they may otherwise be eligible to receive under the settlement. Class Counsel may also seek reimbursement of notice costs if they exceed \$25,000. These payments will also be paid from the Settlement Consideration. In exchange for the settlement benefits, the Class Members will release all claims against Settling Defendants and other Released Parties (defined in the Stipulation of Settlement) arising from the alleged damage to residential properties described above. The details of the "Released Claims" are set out in the Stipulation of Settlement at Paragraph 13(b) that can be found on the settlement website.

### What Are My Legal Rights?

Get complete information about the proposed Settlement and make a decision about your rights.

**\*Remain in the Class.** By doing so you will be bound by the terms of the Settlement and will give up your right to sue regarding any of the issues covered in the Settlement. You need to take no other action at this time. There will be a future notice to advise you if the Settlement was approved and the deadline to submit a scholarship application or cash claim form. The choice whether to submit a scholarship application or cash claim form is yours.

**\*Remain in the Class, but object to the proposed Settlement.** If you wish to object to the proposed Settlement, your objection must be in writing and follow the requirements for such objections set out in the Stipulation that is on the website. You must submit such written objection by **[insert date sixty-five (65) days from entry of the Preliminary Approval Order]**, following the requirements set out in the Stipulation. Your objection will be considered by the Court. However, if your objection is rejected, you will be bound by the terms of the Settlement.

**\*Exclude yourself from the Settlement.** If you wish to not participate at all in the Settlement, and receive none of the benefits of the Settlement but keep your right to sue over these issues at your own expense, you must submit the Exclusion Request Form (the form can be found at the alternative locations identified at the end of this notice) so that it is postmarked by **[insert date sixty-five (65) days from entry of the Preliminary Approval Order]**.

The Court will determine whether to approve the proposed Settlement at a Fairness Hearing to be held on **[insert Fairness Hearing Date]** at \_\_\_ a.m./p.m. You are not required to attend this hearing, but may do so if you follow the requirements set out in the Stipulation on the website.

The complete Stipulation and details of the settlement can be found on Class Counsel's website at [www.Wcqp.com](http://www.Wcqp.com)

If you are unable to access the internet from home, work, or a family member's or friend's, please go to the following free internet locations to access the settlement website:

Library Name	Branch	Address	City
Public Library of Anniston	Main	108 East 10 <sup>th</sup> Street	Anniston
Public Library of Anniston	Carver	722 West 14 <sup>th</sup> Street	Anniston

Jacksonville Public Library		200 Pelham Road S.	Jacksonville
Piedmont Public Library		106 North Main St.	Jacksonville
Oxford Public Library		213 Choccolocco St.	Oxford

If you are still unable to access the website, you may call or write to Dennis G. Pantazis, The Kress Building, 301 19<sup>th</sup> Street North, Birmingham, Alabama 35203, (205) 314-0531.

**EXHIBIT E**  
**TO**  
**STIPULATION OF**  
**SETTLEMENT AND**  
**COMPROMISE**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
EASTERN DIVISION

ISAAH EVANS, et al., )  
)  
Plaintiffs, )  
)  
vs. ) Case No.: 1:05-cv-01017-KOB  
)  
UNITED STATES PIPE & FOUNDRY )  
COMPANY, INC., et al., )  
)  
Defendants. )

NOTICE OF FINAL SETTLEMENT

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS CERTIFIED IN THE REFERENCED LAWSUIT, THIS IS TO NOTIFY YOU THAT THE SETTLEMENT ABOUT WHICH YOU RECEIVED PREVIOUS NOTICE IS NOW FINAL AND THE DEADLINE BY WHICH YOU MUST SUBMIT A CLAIM FOR ANY COMPENSATION YOU MAY BE DUE PURSUANT TO THE TERMS OF THE STIPULATION OF SETTLEMENT HAS BEEN SET.

The Scholarship Fund has a duration not to exceed 5 years. Class Members have until **[insert 5 years from date of second publication notice]** to submit a Scholarship Application for possible benefits. Class Members should be aware that the Scholarship Fund may terminate before **[insert 5 years from date of second publication notice]** if all scholarship monies have been awarded prior to that date.

Scholarship Applications must be postmarked by the applicable deadline or the claim will be rejected.

Class Members who are Current Owners of Eligible Properties in Settlement Zone I-D have until **[insert 60 days from the completion of Final Publication Notice]** to submit a Cash Claim Form for possible benefits.

Cash Claim Forms must be postmarked by the applicable deadline or the claim will be rejected.

The complete Stipulation and details of the settlement can be found on Class Counsel's website at [www.wcqp.com](http://www.wcqp.com)

For more information about the Scholarship Fund, including all necessary forms, you must go to the website via the internet: [www.yourcommunityfirst.org](http://www.yourcommunityfirst.org)

If you are unable to access the internet from home, work, or a family member's or friend's, please go to the following free internet locations to access the settlement website and obtain the necessary forms and information:

<b>Library Name</b>	<b>Branch</b>	<b>Address</b>	<b>City</b>
Public Library of Anniston	Main	108 East 10 <sup>th</sup> Street	Anniston
Public Library of Anniston	Carver	722 West 14 <sup>th</sup> Street	Anniston
Jacksonville Public Library		200 Pelham Road S.	Jacksonville
Piedmont Public Library		106 North Main St.	Jacksonville
Oxford Public Library		213 Choccolocco St.	Oxford

If you are still unable to access the website, you may call or write to the Class Counsel at Dennis G. Pantazis, The Kress Building, 301 19<sup>th</sup> Street North, Birmingham, Alabama 35203, (205) 314-0531.

**DO NOT CONTACT THE COURT**

**EXHIBIT F  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
EASTERN DIVISION**

ISAIAH EVANS, et al.,	)	
	)	
Plaintiffs.	)	
	)	
vs.	)	Case No.: 1:05-cv-01017-KOB
	)	
UNITED STATES PIPE & FOUNDRY	)	
COMPANY, INC., et al.,	)	
	)	
Defendants.	)	

**PRELIMINARY APPROVAL ORDER**

WHEREAS, this matter comes before the Court on the Joint Motion of Plaintiffs and Phelps Dodge Industries, Inc. ("PDI"), MW Custom Papers, LLC ("MWCP"), FMC Corporation and United Defense, LP (together, "FMC/UDLP"), and U.S. Pipe and Foundry Company LLC ("USP") (hereinafter referred to collectively as "Settling Defendants") (Plaintiffs and Settling Defendants are sometimes collectively referred to herein as "Parties"), pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for the Court's entry of an Order that preliminarily approves the settlement of this case, preliminarily certifies the case for settlement purposes only, and authorizes notice be sent to Class Members, among other things, in accordance with the Parties' Stipulation of Settlement and Compromise ("Stipulation"), attached hereto as Exhibit A.

WHEREAS, the Stipulation, together with the Exhibits annexed thereto, sets forth the terms and conditions for the settlement and further proceedings relating thereto, notice to Class Members and the opportunity for Class Members to object to or opt out of the settlement and, subject to the Fairness Hearing at which time the Court will consider any objections to the proposed settlement, entry of an Order of Final Approval and



Judgment dismissing all claims of the Settlement Class against Settling Defendants, subject to the terms and conditions set forth therein.

WHEREAS, the Court finds that it has jurisdiction over this action and the Parties under 28 U.S.C. 1332(d)(2) for the purposes of approving and overseeing the administration of the proposed class settlement.

WHEREAS, the Court, having considered carefully the Parties' joint motion, Plaintiffs' supporting memoranda, the Stipulation and all the attachments thereto, the Third Amended Complaint in this case, other pertinent pleadings, and the arguments of counsel, and having conducted a rigorous review of the requirements of Rule 23 of the Federal Rules of Civil Procedure, hereby ORDERS, ADJUDGES and DECREES:

**Preliminary Approval of the Stipulation and Settlement**

1. The proposed settlement resulted from extensive arm's-length negotiations between counsel for the Parties, and after Class Counsel: (a) conducted extensive fact discovery, including the production of thousands of pages of corporate records by Settling Defendants and property sampling reports; and (b) consulted with independent experts about the issues raised by the Class claims and Settling Defendants' defenses.

2. The proposed settlement as set forth in the Stipulation is sufficiently fair, reasonable and adequate to warrant sending notice of this action and the proposed settlement to the Class Members and holding a full hearing on the proposed settlement. For purposes of this Preliminary Approval Order, the Court accepts and adopts all definitions appearing in the Stipulation.

3. The proposed settlement does not trigger the reporting provisions and is, in fact, exempt from reporting under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA).

**Preliminary Approval of Class**

4. The Court recognizes its obligations under Fed. R. Civ. P. 23 to conduct a rigorous analysis of the Rule 23 requirements, even for preliminary approval of the proposed settlement. The Court notes that the Parties in their Stipulation agree, for settlement purposes only, that the requirements of Rule 23 are met by the proposed settlement. The Court finds that the proposed class, for the purposes of this Settlement only, meets the criteria of Fed. R. Civ. P. 23(a) and (b)(3):

a. Numerosity. The proposed Settlement Class consists of the current and certain former owners of more than 40,000 residential properties, making it sufficiently numerous so that joinder of all members is impracticable. The Court preliminarily concludes that the requirement of Rule 23(a)(1) is satisfied for settlement purposes only.

b. Commonality. The residential properties at issue are alleged to have similarly suffered damages from the operation of Settling Defendants' manufacturing facilities in Anniston, Alabama. The claims being asserted, which the Court notes that Settling Defendants deny, arise from contaminants allegedly being deposited or otherwise arriving at the properties at issue. The Court concludes that the requirements of Rule 23(a)(2) are preliminarily satisfied for settlement purposes only.

c. Typicality. The Class Representatives are each either former or current owners of residential property within the geographic Settlement Zones and claim contaminants from Settling Defendants' operations have come to be located on their property, causing damage to that property. The Court concludes that the requirements of Rule 23(a)(3) are preliminarily satisfied for settlement purposes only.

d. Fair and Adequate Representation. The Court also preliminarily concludes for settlement purposes only that the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class. Thus, the Court preliminarily finds for settlement purposes only that the requirements of Rule 23(a)(4) are satisfied.

e. Rule 23(b)(3). The Court preliminarily finds for settlement purposes only that common issues of fact and law predominate over any individual issues and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The Court concludes that the requirements of Rule 23(b)(3) are preliminarily satisfied for settlement purposes only.

5. Pending the Settlement Fairness Hearing, as defined in paragraph 7 below, this Court preliminarily finds that a resolution of the action in the manner proposed by the Stipulation is superior to other available methods for a fair and efficient adjudication of the action and, thus, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3) and for settlement purposes only, conditionally certifies a Settlement Class composed of Class Members who are Current Owners and Former Owners of Eligible Properties as

those terms are defined in the Stipulation ("Settlement Class"). Without substituting for these defined terms, generally the Settlement Class can be described as all current and former owners who are individuals and not a company, business or similar entity who, for any length of time from April 18, 1999 to the date of this Preliminary Approval Order, held or hold legal fee simple title to residential property located within any of the *Property Settlement Zones identified in Exhibit G* to the Stipulation of Settlement.

6. As set out in the Stipulation, specifically excluded from the Settlement Class are: (a) those who may elect to exclude themselves from this Settlement in the manner allowed herein; (b) persons presently in a bankruptcy proceeding; (c) persons who have pending against Settling Defendants on the date of this Order as defined in the Stipulation any individual action wherein recovery sought is based in whole or in part on the type of claims asserted in this action; (d) persons who, as to a particular defendant, have previously obtained a judgment or settled any claims against that same defendant concerning the type claim asserted herein or have previously executed releases, releasing any such claims against the same defendant; (e) persons who currently own or formerly owned property which was the subject of a previous legal proceeding in which a judgment or settlement was obtained by the then-owner of such property; and (f) judge(s) presiding over this case.

7. If the Stipulation is terminated or is not consummated for any reason, the certification of the Class shall be void, and Plaintiffs and Defendants shall be deemed to have reserved all of their rights to propose or oppose any and all class certification issues.

**Fairness Hearing**

8. A hearing (the "Settlement Fairness Hearing") shall be held on \_\_\_\_\_, 2011 [no earlier than one hundred nine (109) days after entry of Preliminary Approval Order], at \_\_\_\_\_ a.m./p.m. at 1129 Noble Street, Anniston Alabama, to determine whether: (i) the Settlement Class should be given final certification as a settlement class for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (ii) the proposed settlement, as set forth in the Stipulation on the terms and subject to the conditions provided for therein, is fair, reasonable and adequate and should be approved by the Court; (iii) Class Counsel have adequately represented the interests of Settlement Class Members; (iv) the action should be dismissed with prejudice pursuant to the terms of the Stipulation; (v) Class Members should be bound by the Release as set forth in the Stipulation; (vi) Class Members, and anyone acting on their behalf, should be permanently enjoined from, among other things, filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits from, any other lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on or relating to the claims and causes of actions in this action against Settling Defendants and/or the Released Claims and/or the facts and circumstances related thereto; (vii) Class Counsel's application for an award of Attorney's Fees and Expenses should be approved; and (viii) whether an Order of Final Approval and Judgment should be entered.

9. The date and time of the Fairness Hearing shall be set forth in the notice to be disseminated pursuant to this Order, but shall be subject to adjournment and recommencement by the Court without further notice other than that which may be

posted at the Court, on the Court's website, and/or the website to be established pursuant to the plan of notice described in Paragraph 9 below.

**Approval of Notice Plan and Schedule**

10. Class Notice. The Court approves, in form and content, the Class Notice and other forms and means of notice, including the initial mailing of a post card to Class Members in the database of Plaintiffs' counsel and of the publication notice in The Anniston Star, as described in the Stipulation and as attached as exhibits to the Stipulation and finds that the mailing and publication and other means of such notices in the manner and form set forth in the Stipulation constitutes the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the Settlement to all Class Members, in full compliance with the requirements of Fed. R. Civ. P. 23, the Alabama Constitution, and the United States Constitution (including the Due Process Clause).

11. Notice to Class Members.

a. Within twenty-five (25) days of the date of this Order, a copy of the Settlement Notice, substantially in the form attached as Exhibit C-1 to the Stipulation of Settlement, shall be mailed by first-class mail to all persons who Class Counsel identifies in its database as possible members of the Settlement Class, at the most recent addresses reflected in Class Counsel's database. Within thirty-five (35) days of the date of this Order, Summary Notice in the form attached as Exhibit D to the Stipulation shall have been published twice (on consecutive weekends) in The Anniston Star as provided in the Stipulation. The Court finds the foregoing notice is the best notice practicable and adequately

advises the Settlement Class of this Action and the settlement contemplated herein.

b. On or before [insert date sixty (60) days of the Date of this Order] \_\_\_\_\_, 2011, proof, by affidavit, of such mailing and publication of notice shall be filed by Class Counsel with the Court:

c. On or before [insert date twenty-one (21) days prior to the Settlement Fairness Hearing date] \_\_\_\_\_, 2011, the Parties will submit to the Court a Motion for Final Approval the proposed Settlement set forth in the Stipulation. Class Counsel shall also submit any request for approval of attorney's fees and expenses on or before [insert date twenty-one (21) days prior to the Settlement Fairness Hearing date] \_\_\_\_\_, 2011; and

d. Responses to the Motion for Final Approval and Request for attorney's fees and expenses, if any, shall be filed [insert date seven (7) days prior to the Settlement Fairness Hearing date] \_\_\_\_\_, 2011.

12. Notice to Appropriate Federal and State Officials. The Court has reviewed and approved Settling Defendants proposed Notice to Appropriate Federal and State Officials attached as Exhibit K to the Stipulation and finds that it meets the requirements of 28 U.S.C. § 1715.

**Objections to and Requests for Exclusion from the Class**

13. As provided in the Stipulation and in the Class Notices attached to the Stipulation, each Class Member shall have until \_\_\_\_\_, 201\_ [insert date sixty-five (65) days from the entry of the Preliminary Approval Order] to opt out of or be excluded from the proposed Class Settlement. Each Class Member not timely

opting out of the proposed Class Settlement shall be deemed a "member of the Settlement Class" and shall be bound by all the terms and conditions of any final approved settlement. Each Class Member seeking to opt out of the proposed Settlement Class must properly complete the Exclusion/Opt-Out Form as attached as Exhibit H to the Stipulation and timely mail said Form to comply with the deadline set forth therein. As indicated on the Form itself, the Class Member must complete the Exclusion/Opt-Out Form so that it contains his/her original signature (not the signature of a representative) and the Class Member's mailing address, and the physical address of the property subject to the Stipulation if different from the mailing address, and the envelope containing it must be post marked by the date noted on the Form.

14. Any Class Member who has not timely requested exclusion from the Class and who wishes to object to the fairness, reasonableness or adequacy of this Stipulation or the proposed settlement, or to the award of Attorneys' Fees and Expenses, must deliver to the Court Clerk, Class Counsel and Settling Defendants' Counsel a written objection which references this suit and contains: (i) a statement of each objection being made; (ii) a detailed description of the legal authorities underlying each such objection, if any; (iii) a statement of whether the objector intends to appear at the Fairness Hearing, if any; (iv) a list of witnesses whom the objector intends to call during the Fairness Hearing, if any; (v) a description of the testimony to be offered, if any; and (vi) a list of the exhibits which the objector may offer during the Fairness Hearing, if any, along with copies of those exhibits. Such written objection must be received by the Court Clerk, Class Counsel and Settling Defendants' Counsel on or before \_\_\_\_\_, 201\_ [insert date sixty-five (65) days from the entry of the Preliminary Approval Order], or the Class member



shall be forever barred from separately objecting to the Class, separately challenging the Class or in any way collaterally attacking the Class and/or this Settlement. If the written objection indicates the Class Member does not intend to appear at the Fairness Hearing or is silent on the subject, the Class Member or Class Member's attorney shall be barred from appearing at the Fairness Hearing. Class Counsel may take the deposition of any Class member (or witness identified by the Class Member) who has not timely requested exclusion from the Class and who files an objection to the fairness, reasonableness or adequacy of this Stipulation or the proposed settlement, or to the award of Attorneys' Fees and Expenses.

a. Any Class Member who objects to the settlement shall be entitled to all of the benefits of the settlement if it is approved, as long as the objecting Class Member is otherwise an Eligible Class Member pursuant to the requirements in the Stipulation.

b. If a Class Member hires an attorney to represent his or her interest and wishes that attorney to appear at the Fairness Hearing, the attorney must: (i) file a notice of appearance with the Clerk of the Court, and (ii) deliver a copy of the notice to Class Counsel and Settling Defendants' Counsel. Such notice must be received by the Clerk of the Court, Class Counsel and Settling Defendants' Counsel no later than sixty-five (65) days from the entry of the Preliminary Approval Order, or the attorney shall be barred from appearing at the Fairness Hearing.

Any Class member who fails to comply with these provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or

object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgment, including, but not limited to, the Release in this Action.

The Court, within its discretion, may exercise its right to deem any objection as frivolous and award appropriate costs and fees to Class Counsel and/or Settling Defendants' Counsel.

**Approval of Scholarship Fund Settlement Administrator**

15. After consideration of the Parties' proposed use of the Community Foundation of Northeast Alabama ("Foundation") as the Scholarship Fund Settlement Administrator, the Court approves the Foundation as the Scholarship Fund Settlement Administrator.

**Status of Litigation and Settlement**

16. Pending Final Approval, no Class Member, either directly or indirectly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Class), shall commence, continue or prosecute against any or all Settling Defendants or other Released Parties any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released upon Final Approval pursuant to the Stipulation, and are hereby enjoined from so proceeding. The Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's jurisdiction over the action.

17. Upon Final Approval, all Class Members who have not been timely excluded from the Class, and anyone acting on their behalf, or for their benefit, shall be forever enjoined and barred from filing, commencing, prosecuting, maintaining,

intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction, based on or relating to the claims and causes of action against Settling Defendants in this Action and/or the Released Claims, or the facts and circumstances relating thereto. The Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court's jurisdiction over the action.

18. In addition, pending the settlement Fairness Hearing, all proceedings in connection with prosecution of this action are hereby stayed, as against Settling Defendants, except those proceedings necessary or appropriate in connection with effectuating this Order and the Settlement, and all Settlement Class Members are barred and enjoined from commencing or prosecuting, either directly, representatively or in any other capacity, any of the "Released Claims" against Settling Defendants or the Released Parties as those terms are defined in the Stipulation.

19. In the event the Stipulation is not approved by the Court or the Order of Final Approval and Judgment approving the settlement provided for therein is not entered or does not become final pursuant to the terms of the Stipulation or if for any reason the Settlement is terminated before the Effective Date or the Effective Date otherwise does not occur, then such settlement shall become null and void and of no further force and effect (except as otherwise expressly provided therein) and shall not be used or referred to for any purpose whatsoever in any action or proceeding or setting except as otherwise set forth in the Stipulation. In such event, such Stipulation and all negotiations, orders and proceedings relating thereto shall be withdrawn without prejudice to the rights.

claims or defenses of the Parties, all of whom shall be restored to their respective positions as of the date of the Stipulation.

20. Neither this Order nor the Stipulation shall constitute any evidence or admission of liability by any Settling Defendant, or an admission regarding the propriety of any certification of any particular class for purposes of litigation, nor shall they be offered in evidence in this or any other proceeding except to consummate or enforce the Stipulation or the terms of this Order, or by any Settling Defendant or other Released Party in connection with any action asserting Released Claims.

DONE this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
Karon Owen Bowdre

**EXHIBIT G**  
**TO**  
**STIPULATION OF**  
**SETTLEMENT AND**  
**COMPROMISE**

## DESCRIPTION OF SETTLEMENT ZONES

For purposes of the settlement agreement in Isaiah Evans, et al., Plaintiffs v. United States Pipe & Foundry Company, Inc., et al., Defendants, Case No.: 1:05-CV-01017-KOB, in the United States District Court for the Northern District of Alabama, Eastern Division, the parties have established certain Settlement Property Settlement Zones. As described in the settlement agreement, including Exhibit B, properties that are located (in whole or in part) within Property Settlement Zone 1 are extended preference in applying for a scholarship from the Scholarship Fund over those associated with Property Settlement Zone 2.

Property Settlement Zone 1 is comprised of residential real property (improved or unimproved) located within any one of the four geographical areas described below:

1. Zone 1-A is comprised of geographical areas that are proximate to foundry facilities formerly owned and operated by MW Custom Papers, LLC (MWCP) (or its predecessors) in Calhoun County. The specific boundaries of Zone 1-A are illustrated on Zone 1-A Map attached hereto. Zone 1-A can be generally described as encompassing residential properties located north of Highway 202 and west of Noble Street in Anniston that are also located within one-half mile of the center of any of the former MWCP facilities. For purposes of determining the boundaries of Zone 1-A, the coordinates of the center of each of the former MWCP facilities is identified on the attached Zone 1-A Map.
2. Zone 1-B is comprised of the geographical area that is proximate to the foundry facility formerly owned and operated by Phelps Dodge Industries, Inc. (PDI) (or its predecessors) in Calhoun County. The specific boundaries of Zone 1-B are illustrated on Zone 1-B Map attached hereto. Zone 1-B can be generally described as encompassing residential properties located within one mile of the center of the former PDI facility on Golden Springs Road. For purposes of determining the boundaries of Zone 1-B, the coordinates of the center of the former PDI facility is identified on the attached Zone 1-B Map.
3. Zone 1-C is comprised of the geographical area that is proximate to the foundry facility formerly owned and operated by FMC Corporation/United Defense, LP (FMC/UDLP) (or their predecessors) in Calhoun County. The specific boundaries of Zone 1-C are illustrated on Zone 1-C Map attached hereto. Zone 1-C can be generally described as encompassing residential properties located north of Highway 202 in west Anniston that are also located within one-half mile of the center of the former FMC/UDLP facility on West 10<sup>th</sup> Street. For purposes of determining the boundaries of Zone 1-C, the coordinates of the center of the former FMC/UDLP facility is identified on the attached Zone 1-C Map.
4. Zone 1-D is comprised of the geographical area that is proximate to the foundry facility formerly owned and operated by United States Pipe & Foundry Company, LLC (USP) (or its predecessors) in Calhoun County. The specific boundaries of Zone 1-D are illustrated on Zone 1-D Map attached hereto. Zone 1-D can be generally described as encompassing residential

properties located within a polygon shaped area associated with the former USP facility on Front Street. The properties that are included in Zone 1-D are specifically identified on the list of Zone 1-D properties included with the attached Zone 1-D Map.

Property Settlement Zone 2 is comprised of residential real property (improved or unimproved) located within Calhoun County, excluding residential real property that is included in Property Settlement Zone 1-A, 1-B, 1-C or 1-D.

**EXHIBIT G**  
**MAP 1-A**



**ZONE 1-A MAP**



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FOUNDRY COMPANY, INC., et al.,  
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**AERIAL MAP**

**MW CUSTOM PAPERS, LLC  
PROXIMATE SETTLEMENT ZONE**  
(BLACK LINE DEPICTS OUTER BOUNDARY  
CREATED BY CIRCLES WITH ONE HALF MILE  
RADIUS FROM CENTER OF FORMER MWCP  
FOUNDRIES, BOUNDED TO THE EAST BY  
NOBLE STREET AND TO THE SOUTH BY  
HIGHWAY 202)

**MW CUSTOM PAPERS, LLC**

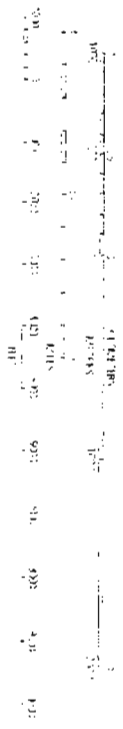
- A** FORMER ANNISTON FOUNDRY  
(33.65242087080, -85.86337626880)
- B** FORMER ALABAMA FOUNDRY  
(33.67036026860, -85.83568518300)
- C** FORMER UNION FOUNDRY  
(33.66893601740, -85.85155625240)
- D** FORMER WATER PIPE FOUNDRY  
(33.67893031610, -85.84088578840)
- E** FORMER STANDARD FOUNDRY  
(33.67241079870, -85.83903169010)

NOTE: Property centroid coordinates in parenthesis



**BASE MAP**  
USGS ANNISTON QUAD  
USGS EULATON QUAD  
7.5 MINUTE TOPOGRAPHIC  
JUNE 2006 IMAGERY  
(Retrieved from  
<http://openmrs.usgs.gov/>)

SCALE 1:24 000



**EXHIBIT G**  
**MAP 1-B**

**ZONE 1-B MAP**



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FOUNDRY COMPANY, INC., et al.,

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**AERIAL MAP**

**PHELPS DODGE INDUSTRIES  
PROXIMATE SETTLEMENT ZONE  
(CIRCLE REPRESENTS AREA WITHIN ONE MILE  
RADIUS FROM CENTER OF FORMER PHELPS DODGE  
FACILITY)**

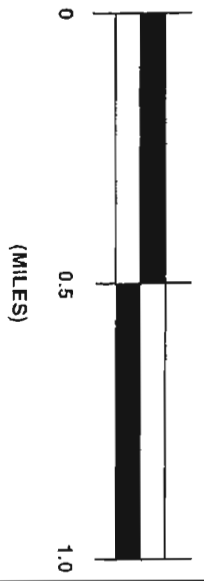
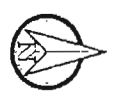
**G FORMER PHELPS DODGE FACILITY  
(33.81912209670, -85.79076520060)**

*NOTE: Property centroid coordinates in parenthesis*



**1 MILE RADIUS**

**BASE MAP  
1 METER RESOLUTION  
JULY 3, 2009 IMAGERY  
(Retrieved from <http://terraserver.com>)**



**EXHIBIT G**  
**MAP 1-C**

ISAIAH EVANS, et al.,  
v.  
UNITED STATES PIPE &  
FOUNDRY COMPANY, INC., et al.,

CIVIL ACTION NO: 1:05-cv-01017-KOB

AERIAL MAP

FMC/UDLP

PROXIMATE SETTLEMENT ZONE

(CIRCLE REPRESENTS AREA WITHIN ONE  
HALF MILE RADIUS FROM CENTER OF  
FORMER FMC/UDLP FOUNDRY, BOUNDED TO  
THE SOUTH BY HIGHWAY 202)

**F** FORMER FMC/UDLP FOUNDRY  
(33.65437630030, -85.866005987220)

NOTE: Property centroid coordinates in parenthesis



1/2 MILE RADIUS

BASE MAP  
USGS ANNISTON QUAD  
USGS EULATON QUAD  
7.5 MINUTE TOPOGRAPHIC  
JUNE 2006 IMAGERY  
(Retrieved from  
<http://topomaps.usgs.gov/>)

UTM GRID AND 2003 MAGNETIC NORTH  
DECLINATION AT CENTER OF SHEET

SCALE 1:24 000









**ZONE 1-C MAP**

**EXHIBIT G**  
**MAP 1-D**

## Parcels of Interest: 15.7-36.5



### Legend

	Parcels_15.7_36.5
	0.0769 - 1.38
	1.39 - 6.25
	6.26 - 15.7
	15.8 - 36.5
	36.6 - 82.9

**Spatial Solutions, LLC**

1,000 500 0 1,000 Feet



### DISCLAIMER

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**EXHIBIT G**  
**ZONE 1-D LIST**









**EXHIBIT G**  
**ZONE 1-D LIST**





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**EXHIBIT G**  
**ZONE 1-D LIST**



Table with columns: Parcel ID, Assessed Value, Taxable Value, Tax Rate, and Property Description. Includes entries for various lots, streets, and owners such as 'MOTION CITY', 'C/O MARY ANN...', and 'C/O JAMES...'. The table contains approximately 100 rows of data.



Table with multiple columns containing alphanumeric strings, likely a ledger or data dump. The table contains approximately 50 columns of data. The first column contains a large number '1'. The second column contains a large number '1000'. The table is filled with rows of alphanumeric characters, including various combinations of letters, numbers, and symbols.

**EXHIBIT G**  
**ZONE 1-D LIST**







**EXHIBIT G**  
**ZONE 1-D LIST**









**EXHIBIT G**  
**ZONE 1-D LIST**

Table with multiple columns containing numerical data and text identifiers such as names, titles, and addresses. The text is highly repetitive and appears to be a data dump or a list of entries.





**EXHIBIT G**  
**ZONE 1-D LIST**





ADDRESS	CD	PRECINCT	REGISTRATION DATE	REGISTRATION TYPE	REGISTRATION STATUS	REGISTRATION EXPIRES	REGISTRATION FEE	REGISTRATION TYPE	REGISTRATION STATUS	REGISTRATION EXPIRES	REGISTRATION FEE	REGISTRATION TYPE	REGISTRATION STATUS	REGISTRATION EXPIRES	REGISTRATION FEE
UIC/1810V ST	0	0520	05-05-06	24	21000	3800	13980	0	0	6270	13980	0	0	0	0
W 62ND ST	0	0520	05-05-06	24	1100	260	1391	0	0	1391	0	0	0	0	0
W 63RD ST	0	0520	05-05-06	24	7520	1580	9340	0	0	9340	0	0	0	0	0
W 64TH ST	0	0520	05-05-06	21	5400	1130	5400	0	0	5400	0	0	0	0	0
W 65TH ST	0	0520	05-05-06	21	11400	2270	14670	0	0	14670	0	0	0	0	0
W 66TH ST	0	0520	05-05-06	21	4300	900	4300	0	0	4300	0	0	0	0	0
W 67TH ST	0	0520	05-05-06	21	15400	3150	18550	0	0	18550	0	0	0	0	0
W 68TH ST	0	0520	05-05-06	21	14700	3000	17700	0	0	17700	0	0	0	0	0
W 69TH ST	0	0520	05-05-06	21	13100	2700	15800	0	0	15800	0	0	0	0	0
W 70TH ST	0	0520	05-05-06	21	14600	3000	17600	0	0	17600	0	0	0	0	0
W 71ST	0	0520	05-05-06	21	13400	2800	16200	0	0	16200	0	0	0	0	0
W 72ND ST	0	0520	05-05-06	21	13900	2900	16800	0	0	16800	0	0	0	0	0
W 73RD ST	0	0520	05-05-06	21	14500	3000	17500	0	0	17500	0	0	0	0	0
W 74TH ST	0	0520	05-05-06	21	15000	3100	18100	0	0	18100	0	0	0	0	0
W 75TH ST	0	0520	05-05-06	21	15500	3200	18700	0	0	18700	0	0	0	0	0
W 76TH ST	0	0520	05-05-06	21	16000	3300	19300	0	0	19300	0	0	0	0	0
W 77TH ST	0	0520	05-05-06	21	16500	3400	19900	0	0	19900	0	0	0	0	0
W 78TH ST	0	0520	05-05-06	21	17000	3500	20500	0	0	20500	0	0	0	0	0
W 79TH ST	0	0520	05-05-06	21	17500	3600	21100	0	0	21100	0	0	0	0	0
W 80TH ST	0	0520	05-05-06	21	18000	3700	21700	0	0	21700	0	0	0	0	0
W 81ST	0	0520	05-05-06	21	18500	3800	22300	0	0	22300	0	0	0	0	0
W 82ND ST	0	0520	05-05-06	21	19000	3900	22900	0	0	22900	0	0	0	0	0
W 83RD ST	0	0520	05-05-06	21	19500	4000	23500	0	0	23500	0	0	0	0	0
W 84TH ST	0	0520	05-05-06	21	20000	4100	24100	0	0	24100	0	0	0	0	0
W 85TH ST	0	0520	05-05-06	21	20500	4200	24700	0	0	24700	0	0	0	0	0
W 86TH ST	0	0520	05-05-06	21	21000	4300	25300	0	0	25300	0	0	0	0	0
W 87TH ST	0	0520	05-05-06	21	21500	4400	25900	0	0	25900	0	0	0	0	0
W 88TH ST	0	0520	05-05-06	21	22000	4500	26500	0	0	26500	0	0	0	0	0
W 89TH ST	0	0520	05-05-06	21	22500	4600	27100	0	0	27100	0	0	0	0	0
W 90TH ST	0	0520	05-05-06	21	23000	4700	27700	0	0	27700	0	0	0	0	0
W 91ST	0	0520	05-05-06	21	23500	4800	28300	0	0	28300	0	0	0	0	0
W 92ND ST	0	0520	05-05-06	21	24000	4900	28900	0	0	28900	0	0	0	0	0
W 93RD ST	0	0520	05-05-06	21	24500	5000	29500	0	0	29500	0	0	0	0	0
W 94TH ST	0	0520	05-05-06	21	25000	5100	30100	0	0	30100	0	0	0	0	0
W 95TH ST	0	0520	05-05-06	21	25500	5200	30700	0	0	30700	0	0	0	0	0
W 96TH ST	0	0520	05-05-06	21	26000	5300	31300	0	0	31300	0	0	0	0	0
W 97TH ST	0	0520	05-05-06	21	26500	5400	31900	0	0	31900	0	0	0	0	0
W 98TH ST	0	0520	05-05-06	21	27000	5500	32500	0	0	32500	0	0	0	0	0
W 99TH ST	0	0520	05-05-06	21	27500	5600	33100	0	0	33100	0	0	0	0	0
W 100TH ST	0	0520	05-05-06	21	28000	5700	33700	0	0	33700	0	0	0	0	0

Line	Code	Amount	Category	Account	Balance	Debit	Credit	Balance	Code	Account	Balance	Debit	Credit	Balance
1	0000	0			0			0						0
2	0000	0			0			0						0
3	0000	0			0			0						0
4	0000	0			0			0						0
5	0000	0			0			0						0
6	0000	0			0			0						0
7	0000	0			0			0						0
8	0000	0			0			0						0
9	0000	0			0			0						0
10	0000	0			0			0						0
11	0000	0			0			0						0
12	0000	0			0			0						0
13	0000	0			0			0						0
14	0000	0			0			0						0
15	0000	0			0			0						0
16	0000	0			0			0						0
17	0000	0			0			0						0
18	0000	0			0			0						0
19	0000	0			0			0						0
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64	0000	0			0			0						0
65	0000	0			0			0						0
66	0000	0			0			0						0
67	0000	0			0			0						0
68	0000	0			0			0						0
69	0000	0			0			0						0
70	0000	0			0			0						0
71	0000	0			0			0						0
72	0000	0			0			0						0
73	0000	0			0			0						0
74	0000	0			0			0						0
75	0000	0			0			0						0
76	0000	0			0			0						0
77	0000	0			0			0						0
78	0000	0			0			0						0
79	0000	0			0			0						0
80	0000	0			0			0						0
81	0000	0			0			0						0
82	0000	0			0			0						0
83	0000	0			0			0						0
84	0000	0			0			0						0
85	0000	0			0			0						0
86	0000	0			0			0						0
87	0000	0			0			0						0
88	0000	0			0			0						0
89	0000	0			0			0						0
90	0000	0			0			0						0
91	0000	0			0			0						0
92	0000	0			0			0						0
93	0000	0			0			0						0
94	0000	0			0			0						0
95	0000	0			0			0						0
96	0000	0			0			0						0
97	0000	0			0			0						0
98	0000	0			0			0						0
99	0000	0			0			0						0
100	0000	0			0			0						0

**EXHIBIT G**  
**ZONE 1-D LIST**



ALICE ST	OC00	0	01/00/0	34	11370	2167	0	0	1978-01-28 00:00:00
ALICE ST	OC00	0	01/00/0	34	15810	1640	0	0	
ALICE ST	OC00	0	01/00/0	34	4710	940	0	0	
ALICE ST	OC00	0	01/00/0	34	13450	2810	0	0	
ALICE ST	OC00	0	01/00/0	34	16840	3160	0	0	
ALICE ST	OC00	0	01/00/0	34	11420	2280	0	0	
ALICE ST	OC00	0	01/00/0	34	23840	5180	0	0	
ALICE ST	OC00	0	01/00/0	34	7160	1430	0	0	
ALICE ST	OC00	0	01/00/0	34	3000	600	0	0	
ALICE ST	OC00	0	01/00/0	34	5140	3020	0	0	
ALICE ST	OC00	0	01/00/0	34	2940	580	0	0	
ALICE ST	OC00	0	01/00/0	34	3160	630	0	0	
ALICE ST	OC00	0	01/00/0	34	3280	650	0	0	
ALICE ST	OC00	0	01/00/0	34	3110	620	0	0	
ALICE ST	OC00	0	01/00/0	34	3180	630	0	0	
ALICE ST	OC00	0	01/00/0	34	3220	640	0	0	
ALICE ST	OC00	0	01/00/0	34	3250	650	0	0	
ALICE ST	OC00	0	01/00/0	34	3280	660	0	0	
ALICE ST	OC00	0	01/00/0	34	3310	670	0	0	
ALICE ST	OC00	0	01/00/0	34	3340	680	0	0	
ALICE ST	OC00	0	01/00/0	34	3370	690	0	0	
ALICE ST	OC00	0	01/00/0	34	3400	700	0	0	
ALICE ST	OC00	0	01/00/0	34	3430	710	0	0	
ALICE ST	OC00	0	01/00/0	34	3460	720	0	0	
ALICE ST	OC00	0	01/00/0	34	3490	730	0	0	
ALICE ST	OC00	0	01/00/0	34	3520	740	0	0	
ALICE ST	OC00	0	01/00/0	34	3550	750	0	0	
ALICE ST	OC00	0	01/00/0	34	3580	760	0	0	
ALICE ST	OC00	0	01/00/0	34	3610	770	0	0	
ALICE ST	OC00	0	01/00/0	34	3640	780	0	0	
ALICE ST	OC00	0	01/00/0	34	3670	790	0	0	
ALICE ST	OC00	0	01/00/0	34	3700	800	0	0	
ALICE ST	OC00	0	01/00/0	34	3730	810	0	0	
ALICE ST	OC00	0	01/00/0	34	3760	820	0	0	
ALICE ST	OC00	0	01/00/0	34	3790	830	0	0	
ALICE ST	OC00	0	01/00/0	34	3820	840	0	0	
ALICE ST	OC00	0	01/00/0	34	3850	850	0	0	
ALICE ST	OC00	0	01/00/0	34	3880	860	0	0	
ALICE ST	OC00	0	01/00/0	34	3910	870	0	0	
ALICE ST	OC00	0	01/00/0	34	3940	880	0	0	
ALICE ST	OC00	0	01/00/0	34	3970	890	0	0	
ALICE ST	OC00	0	01/00/0	34	4000	900	0	0	



**EXHIBIT G**  
**ZONE 1-D LIST**



57490	2109102001000	1	12132	7205	0.29	3706E	21.09	30.100	07.400	1	FAULTY ESTATE	530 WALKER ST	ORLANDO	FL	32309	430
57491	2109102001000	1	10278	7492	0.34	3706E	21.09	30.100	06.500	1	BLAKE MOORE ORTL	530 WALKER ST	ORLANDO	FL	32309	202
57492	2109102001000	1	20718	1360	0.23	1722E	21.09	30.100	06.500	1	WILLIAMS BAKER GROUP	6101 E 135E	ORLANDO	FL	32825	715
57493	2109102001000	1	2131	13444	0.49	1722E	21.09	30.100	06.500	1	YOUNG LEONIS O & JENKIN	PO BOX 2433	ORLANDO	FL	32825	0
57494	2109102001000	1	20923	3413	0.49	1722E	21.09	30.100	06.500	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	791
57495	2109102001000	1	15883	5634	0.23	1722E	21.09	30.100	06.500	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	310
57496	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	810
57497	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57498	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57499	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57500	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57501	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57502	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57503	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57504	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57505	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57506	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57507	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57508	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57509	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57510	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57511	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57512	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57513	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57514	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57515	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57516	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57517	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57518	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57519	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57520	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57521	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802
57522	2109102001000	1	15883	5634	0.24	1722E	21.09	30.200	01.000	1	HAWKINS JAMES S & MURPHY	330 WALKER ST	ORLANDO	FL	32825	802





**EXHIBIT G**  
**ZONE 1-D LIST**



STREET ADDRESS	CITY	STATE	ZIP	APN	OWNER	DATE	AREA	TYPE	STATUS	REMARKS
5175 HENS ST	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	5426	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	13180	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	21810	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	20320	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	94460	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	17770	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	61620	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	20200	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	80010	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	15000	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	14070	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	12450	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	5480	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	4000	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	9110	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	5480	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	3320	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	2800	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	3210	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	37900	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	49180	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	77460	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	14800	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	2700	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	4470	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	1320	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	4380	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	3180	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	11380	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	4520	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	9190	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	3870	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	11850	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	60940	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	106510	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	11850	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	80180	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	24120	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	84600	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	43740	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	35200	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	15000	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	9100	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	8710	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	8510	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	17200	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	4840	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	54740	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	11120	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	5100	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	3540	0	
HICOPHIA 320M	LOS ANGELES	CA	90008	0 0000	0000000	01-00-10	24	710	0	



**EXHIBIT H  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
EASTERN DIVISION

ISAAH EVANS, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No.: 1:05-cv-01017-KOB
	)	
UNITED STATES PIPE & FOUNDRY	)	
COMPANY, INC., et al.,	)	
	)	
Defendants.	)	

**EXCLUSION REQUEST – MUST BE POSTMARKED BY [INSERT DATE SIXTY-FIVE (65) DAYS AFTER ENTRY OF PRELIMINARY APPROVAL ORDER]**

The undersigned hereby elects to opt out of and be excluded from benefits of the proposed settlement as a member of the plaintiff settlement class preliminarily and conditionally certified in the action entitled *Isaiah Evans, et al., Plaintiffs v. United States Pipe & Foundry Company, Inc., et al., Defendants*, Case No.: 1:05-CV-01017-KOB, in the United States District Court for the Northern District of Alabama, Eastern Division. The undersigned understands that by executing this election and mailing a copy to the Class Counsel by first-class mail, Dennis G. Pantazis, The Kress Building, 301 19<sup>th</sup> Street North, Birmingham, Alabama 35203, so that the envelope is postmarked by [insert date sixty-five (65) days after entry of Preliminary Approval Order], 2010, the undersigned will **not** be bound by the results of this proposed settlement, will **not** participate in and receive the benefits of the settlement described in the Notice, and will **not** be able to object to or comment on the proposed settlement.

To be excluded from the proposed settlement, this form must contain all the information requested below and include the original signature of the property owner (rather than a representative).

Multiple Simultaneous Owners. If you are/were not the sole owner of the property, your signature to this document excluding yourself from the settlement will also be an exclusion on behalf of the other owner, and the other owner will be deemed to have excluded himself/herself with respect to the property.

**IF YOU OWN MORE THAN ONE PROPERTY WITHIN THE SETTLEMENT ZONES, AND WISH ALL OF YOUR PROPERTIES TO BE EXCLUDED FROM THE SETTLEMENT, YOU MUST SIGN ONE OF THESE EXCLUSION REQUESTS FOR EACH SUCH PROPERTY.**

Your Mailing Address:

Street Address of the Residential Property

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other Information Required:

Date you became the Owner of the Property: \_\_\_\_\_ (if date not known, estimate year)

Details of the settlement, including information relating to the Settlement Zones (Exhibit G to the Stipulation of Settlement and Compromise) can be found on Class Counsel's website at [www.wcqp.com](http://www.wcqp.com)

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
NAME - Please Print Your Full Name

\_\_\_\_\_  
Signature (Your own, not a Representative)

**EXHIBIT I  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**

**Criteria Applicable to Payment of Cash Claims**

1. Zone 1-D. Subject to the terms and requirements of the Stipulation, Current Owners of Eligible Properties in Zone 1-D are eligible to make a Cash Claim from the Settlement Consideration. Zone 1-D is depicted in a map attached to Exhibit G to the Stipulation and consists of properties that are located within a polygon shaped area associated with the former USP facility on Front Street and are more specifically identified by parcel number or property address on a list attached to Exhibit G. The numbers of qualified properties included within Zone 1-D were estimated by property mapping experts who applied the Calhoun County electronic tax roll and codes the County utilizes for residential properties to mapping software. A possibility exists that there may be parcels not included in these estimates if the County's electronic tax roll is incomplete or contains errors, or if the County erred in its coding process. In the event there are more residential properties than estimated for Zone 1-D, and the claims exceed the available funds for either of these zones as set out in this document, then the Administrator shall pro rate the available funds among the valid claims for the Zone.

2. Multiple Simultaneous Current Owners. If more than one Current Owner simultaneously exists, all such Current Owners shall be required to execute the same Cash Claim Form. For example, if a husband and wife are co-owners of the Eligible Property in Zone 1-D, both the husband and wife must complete and sign the same Cash Claim Form. If one such co-owner excludes himself or herself from the Class with respect to an Eligible Property in Zone 1-D, all Class Members having a simultaneous current ownership interest will be deemed to be excluded with respect to that Eligible Property. Any Cash Claim check issued by the Class Counsel to co-owners will be made jointly payable to all of them.

3. Other Zones. Class Members in Zones 1-A, 1-B, and 1-C do not receive any cash fund benefits, but are eligible to participate in the Scholarship Program.

**EXHIBIT J  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**

EVANS, et al. v. UNITED STATES PIPE AND FOUNDRY COMPANY, INC., et al.

Class Counsel  
Dennis G. Pantazis  
The Kress Building  
301 19<sup>th</sup> Street North  
Birmingham, Alabama 35203  
(205) 314-0500

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SETTLEMENT CASH FUND CLAIM FORM

*Instructions:*

- This form must be completed and mailed so the postmark on the envelope is stamped no later than [insert date 70 days after entry of Preliminary Approval Order].
- Unless otherwise noted, please print all responses.
- You must submit one form per property for which you are making a cash claim.
- Mail this completed Settlement Cash Fund Claim Form and Proof of Ownership documents (see page 2) to the Claims Administrator at the address above.
- Failure to timely complete the Settlement Fund Claim Form and provide all Proof of Ownership will result in immediate denial of your claim.
- If another person(s) owns the property with you currently ("Co-Owner"), they must sign this form, too.

---

*Property Being Claimed*

Address of the Property being claimed: \_\_\_\_\_

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

Calhoun Country Parcel Identification No. of the Property being claimed: \_\_\_\_\_

Dates You Owned the property: \_\_\_/\_\_\_/\_\_\_ TO \_\_\_/\_\_\_/\_\_\_

---

*Individual Owners Making Claim*

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

Current Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (this is needed in order to submit appropriate forms to the Internal Revenue Service for any monies that you receive in this settlement)

---

Co-Owner (if any) Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Co-Owner (if any) Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (this is needed in order to submit appropriate forms to the Internal Revenue Service for any monies that you receive in this settlement)

If there are or were more than two Co-Owners, please provide their information and signature on a separate sheet.

Are you currently in bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

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*Proof of Ownership*

You should submit copies of as many of the following documents as possible with your completed Settlement Cash Fund Claim Form to prove your ownership of the property. If you are making a claim as a Former Owner, please provide this information regarding both your original purchase and your sale of the property in question:

- Recorded deed of sale
- Closing statement
- Mortgage statement
- Property tax bill
- Utility bill
- Phone bill
- Lease agreement with a tenant

If you or the property fall into any of the categories underlined below, the additional documentation noted must be provided:

- You are divorced – Recorded divorce decree.
  - The property is in a trust or an Estate - Deed from the purchase of the property by the deceased, death certificate, and a quitclaim deed (if the property was transferred to an heir). If there is an estate or will, the Executor of the estate must provide the probated will to identify heirs and a copy of the Letters Testamentary to prove the name of the Executor.
  - Bond for Title financing - If the property was financed by a Bond for Title agreement (BFT) or a Contract for Deed agreement (CFD), provide the agreement and a recorded release of the BFT of CFD agreement, if applicable.
  - Tax Sales – For property bought at a tax sale, a recorded copy of the tax deed.
- 

I certify that all information on this form and the documents are true and correct.

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Co - Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Co - Owner: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT K  
TO  
STIPULATION OF  
SETTLEMENT AND  
COMPROMISE**

October \_\_\_, 2010

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Eric H. Holder, Jr.  
U.S. Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

**Re: Notification Under 28 U.S.C. § 1715 of Class Settlement in *Isaiah Evans, et al. v. United States Pipe & Foundry Company, Inc., et al.*, Case No.: 1:05-CV-01017-KOB.**

Dear Attorney General Holder:

We write on behalf of the defendants in the above-reference matter to notify you of the proposed settlement of this class action as required by 28 U.S.C. § 1715.

On October \_\_\_, 2010, defendants Phelps Dodge Industries, Inc. ("PDI"), MW Custom Papers, LLC ("MWCP"), FMC Corporation and United Defense, LP ("FMC/UDLP"), and United States Pipe and Foundry Company LLC ("USP") (collectively referred to herein as "Remaining Defendants") entered into a settlement agreement to resolve litigation in the Anniston, Alabama area that has been on-going since 2005. The lawsuit, *Isaiah Evans, et al. v. United States Pipe & Foundry Company, Inc., et al.*, Case No.: 1:05-CV-01017-KOB, was removed from the Circuit Court of Calhoun County, Alabama, to federal court pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1711 et seq., and is presently pending in the United States District Court for the Northern District of Alabama, Eastern Division. Appropriate pleadings and papers memorializing and supporting the settlement agreement were filed in federal court on October \_\_\_, 2010.

The allegations, as further detailed in the attached Amended Complaint, are that the Remaining Defendants and/or their predecessors deposited or otherwise released various waste substances such as foundry sand, soot, lead, and other constituents from their respective foundries into the local environment. The putative class action complaint as presently amended asserts claims for injunctive relief, negligence, wantonness, nuisance, and trespass. While the Remaining Defendants have always maintained that the claims against them are without merit, the parties agreed to settle the litigation to avoid further expense, to end the distraction of litigation, and to resolve disputes between the Remaining Defendants and members of the Anniston community.

In accordance with the requirements of 28 U.S.C. § 1715(b), the Remaining Defendants provide the following information:

(1) The Third Amended Complaint (which is the currently operative Complaint in the case) is attached behind Tab 1 to this letter. The prior Complaints in the case may be obtained online through PACER (<https://ecf.alnd.uscourts.gov/cgi-bin/login.pl>).

(2) The Preliminary Approval Order is attached at Tab 2. Paragraph 8 of the Preliminary Approval Order sets \_\_\_\_\_, 2011, as the date for the judicial hearing regarding the settlement agreement.

(3) The Notices of Proposed Class Action Settlement are attached at Tab 3.

(4) The Stipulation of Settlement and Compromise with all accompanying Exhibits is attached at Tab 4.

(5) The proposed settlement class generally consists of current and certain former owners of some 40,000 residential properties who are individuals and not companies, businesses, or other entities. Former owners included within the class are those who held fee simple title to class property at any point and for any length of time from April 8, 1999 to the present. Class counsel developed a database of approximately 13,000 individuals who are Potential Class Members as defined in the Stipulation based upon information presently available to class counsel. This list, with individual potential class members grouped according to their State of residence, is contained at Tab 5. **The Remaining Defendants request that the list of potential class members attached at Tab 5 remain confidential.**

As to the estimated proportionate share of the settlement fund that class members from each state may receive, it is not feasible to provide such an estimate at this time. As provided for in the Stipulation of Settlement and Compromise, PDI, MWCP, FMC/UDLP, and USP will collectively pay a total of \$1,700,000. These funds will be used to pay class counsel's attorneys' fees, to pay incentive awards to the class representatives, and to establish a Scholarship Fund that will award scholarship benefits up to an amount of \$500 to eligible class members (or their spouses, children, grandchildren or dependents). The class members and others who are eligible will have five (5) years in which to apply for a scholarship; as a result, it is not possible to say at this point which class members will be receiving what amounts until this process is completed. In addition, certain class members who currently own eligible property in a specified zone of the class area will be eligible for direct cash payments; but again, it is not feasible to determine at this point which class members will receive what amounts under the claims process until the process has been completed. Nor is it feasible to determine the residence of all members of the settlement class. As a result, it is not feasible to estimate the proportionate share of the claims of any putative class members who reside in each state to the entire settlement other than to say that, based upon currently available information, a majority share of the entire settlement is likely to be distributed to residents of the State of Alabama. Further details of the scholarship fund and cash component of the settlement are set out in the Stipulation of Settlement and Exhibits B and I to the Stipulation, all of which are attached hereto.

October \_\_, 2010

If you have any questions, please do not hesitate to contact counsel for the Remaining Defendants at the numbers listed below or Dennis Pantazis, class counsel, at (205) 314-0531.

Sincerely,

Sincerely,

---

Philip E. Holladay, Jr.  
KING & SPALDING LLP  
1180 Peachtree Street N.E.  
Atlanta, Georgia 30309-3521  
(404) 572-3340 (phone)  
(404) 572-5137 (fax)

*Counsel for Defendant FMC Corporation  
and United Defense, LP*

---

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SQUIRE, SANDERS & DEMPSEY, LLP  
4900 Key Tower  
127 Public Square  
Cleveland, Ohio 44114  
(216) 479-8545 (phone)  
(216) 479-8776 (fax)

*Counsel for MW Custom Papers, LLC*

Sincerely,

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Douglas S. Arnold  
ALSTON & BIRD LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
(404) 881-7637 (phone)  
(404) 253-8476 (fax)

*Counsel for United States Pipe and  
Foundry Company LLC*

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Lynne Stephens O'Neal  
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400 Land Title Building  
600 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203  
(205) 986-5023 (phone)  
(205) 323-2098 (fax)

*Counsel for Phelps Dodge Industries, Inc.*

Enclosures

cc: \_\_\_\_\_

October \_\_\_, 2010

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

[State Attorney General]  
[Address]

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October \_\_\_\_, 2010 Page 2

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October \_\_, 2010 Page 3

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*Counsel for Defendant FMC Corporation  
and United Defense, LP*

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*Counsel for Phelps Dodge Industries, Inc.*

Enclosures

cc: \_\_\_\_\_