

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

IN RE BEHR DAYTON THERMAL : CASE NO. 3:08-cv-00326-WHR
PRODUCTS, LLC : (Judge Walter H. Rice)
:

JOINT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs Deborah Needham and Linda Russell, individually and on behalf of Settlement Class A, and Plaintiffs Terry Martin and Nancy Smith, individually and on behalf of Settlement Class B (collectively hereinafter, “Plaintiffs”)—along with Defendants Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant; MAHLE Behr Dayton LLC and MAHLE Behr USA, Inc. (collectively “MAHLE Behr Defendants”); and Aramark Uniform & Career Apparel, LLC now known as Vestis Services, LLC (collectively hereinafter, “Defendants”)—by and through their undersigned counsel, respectfully submit this Joint Motion for Final Approval of Class Action Settlement (the “Motion”).

For the reasons shown in the following Memorandum in Support of this Motion incorporated by reference herein—along with the files, records, and pleadings in this action, and arguments of counsel—the Court should grant final approval of the proposed settlement and enter the proposed order attached as Exhibit 2 to the Memorandum in Support of this Motion.

Dated: January 9, 2024

Respectfully submitted,

/s/ Patrick A. Thronson

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situated.***

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and MAHLE Behr Dayton LLC***

CERTIFICATE OF SERVICE

I certify that on January 9, 2024 the undersigned electronically filed the foregoing using the CM/ECF System, which will send notification of the filing to all counsel of record.

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

IN RE BEHR DAYTON THERMAL : CASE NO. 3:08-cv-00326-WHR
PRODUCTS, LLC : (Judge Walter H. Rice)
:

**MEMORANDUM IN SUPPORT OF JOINT MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs Deborah Needham and Linda Russell, individually and on behalf of Settlement Class A, and Plaintiffs Terry Martin and Nancy Smith, individually and on behalf of Settlement Class B (collectively hereinafter, “Plaintiffs”)—along with Defendants Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant; MAHLE Behr Dayton LLC and MAHLE Behr USA, Inc. (collectively “MAHLE Behr Defendants”); and Aramark Uniform & Career Apparel, LLC now known as Vestis Services, LLC (collectively hereinafter, “Defendants”)—by and through their undersigned counsel, respectfully submit this Joint Motion for Final Approval of Class Action Settlement (the “Motion”). In support of the Motion, Plaintiffs and Defendants (“the Parties”) state as follows:

On September 15, 2023, the Parties filed a Joint Motion to Preliminarily Approve Class Action Settlement Agreement,¹ Appoint Settlement Class Counsel, Appoint Claims Administrator, Approve Forms and Manner of Notice, Approve Escrow Agreement, and Establish Qualified Settlement Fund (Doc. 477), which was granted on October 2, 2023 (Doc. 480) (“Preliminary Approval Order”). The Memorandum of Law submitted in support of the motion for preliminary

¹ The Settlement Agreement is found at Doc. 477-2. Terms used in this Motion have the meanings provided in the Settlement Agreement, unless otherwise indicated. The Parties acknowledge that defendant Aramark Uniform & Career Apparel, LLC is now known as Vestis Services, LLC.

approval—adopted by reference herein with its exhibits—details the background and procedural history of this litigation (Doc. 477, PageID # 26825–29); summarizes the Settlement Agreement and the process that led to it (*id.* at PageID # 26829–33); and articulates at length how the Settlement Agreement satisfies all criteria necessary for approval under Federal Rule of Civil Procedure 23 and applicable precedents (*id.* at PageID # 26833–50).

On September 25, 2023, the Claims Administrator, RG/2 Claims, provided the required notice to the Attorney General of the United States and the attorneys general of 26 states under the Class Action Fairness Act. (Baldwin Decl., Ex. 1, at ¶ 5.) No objections from any state or the United States were received. (*Id.*)

The Court's Preliminary Approval Order found, *inter alia*, that the Settlement Agreement “meets all requirements of law” (*id.* at PageID # 26958)—including the requirements of class certification under Rule 23 (*id.* at PageID # 26958–59)—and represents “the product of an extensive mediation process facilitated by an experienced mediator” in the context of “arms’ length negotiations between experienced class action attorneys.” (*Id.* at PageID # 26958.) The Court also noted the Settlement Agreement was not a finding or admission of liability or wrongdoing. (*Id.* at PageID # 26959.) It concluded the Settlement Agreement “substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delays associated with further litigation, trial, and/or appeal,” and was “within the range of fair, adequate, and reasonable settlements and in the best interests of the proposed Settlement Class.” (*Id.* at PageID # 26960.)

Accordingly, the Court granted preliminary approval to the settlement pursuant to Rule 23(e), appointed RG/2 Claims as Claims Administrator, established a qualified settlement fund with RG/2 Claims as escrow agent, and directed that notice be provided to the members of the Settlement Class in accordance with the Settlement Agreement and the notice, claim, and opt-out

forms and procedures proposed by the Parties. (*Id.* at PageID # 26959–62.) The Court set a fairness hearing for January 22, 2024 at 1:30 PM.

Class Counsel subsequently filed a Motion for Award of Attorney’s Fees and Costs (Doc. 481) and a Motion for Incentive Payments to the Class Representatives (Doc. No. 483), which are pending before the Court. The Settlement Class Members received notice that both motions would be forthcoming in the Settlement Agreement and proposed Notice filed with the Court in connection with the Joint Motion for Preliminary Approval. (Doc. 477-2, PageID # 26877, 26882, 26895). Both motions were posted to the class website at www.mccookfieldclassaction.com. Neither the Defendants nor any other person have objected to or opposed either of these Motions.

On November 3, 2023, RG/2 mailed approved notice and claims forms to 1,838 individuals and entities by United States first-class mail. (Baldwin Decl., Ex. 1, ¶ 7.)² These individuals and entities were identified as probable Settlement Class Members through data supplied by the parties and through additional searches of public property tax databases, property sales data, credit bureau information, and other databases. (*Id.* at ¶ 6.) Two notices were returned with forwarding addresses and were expeditiously re-mailed. (*Id.* at ¶ 11.) There were 390 notices returned as undeliverable. (*Id.* RG/2 Claims located new addresses for 66 of the undeliverable notices and re-mailed them to new addresses. In sum, 83.46% of Notices were mailed and not ultimately returned as undeliverable. (*Id.* at ¶ 11.)

RG/2 also provided the Court-approved short-form publication notice to the *Dayton Daily News*, which ran on the November 3, November 10, and November 17 editions of the paper. (*Id.* at ¶ 8.) RG/2 also published on the class website the Notice and Claim Form, Settlement Agreement,

² This Declaration is submitted in accordance with the Court’s Order directing the Claims Administrator submit an affidavit prior to the Fairness Hearing to confirm compliance with the Court-ordered plan for dissemination and publication of the Notice and Publication Notice. (Doc. 480, PageID #26962.)

Request for Exclusion Form, Class Area Map, and the complaints filed to date in the consolidated class action, at www.mccookfieldclassaction.com. (*Id.* at ¶ 9.)

On November 27, 2023, per agreement of the Parties, RG/2 mailed a letter to the previously identified Settlement Class Members that clarified, in response to questions raised by certain Settlement Class Members, that bodily injury and medical monitoring claims were not affected by the Settlement Agreement in this action. (*Id.* at ¶ 10.) This letter had the effect of providing additional notice to the Class of the Settlement Agreement.

The deadline for requests to be excluded from, and objections to, the Settlement Agreement was December 4, 2023. (Doc. 480, Page ID # 26963.) Notably, RG/2 received only three (3) opt-outs and no objections to the proposed settlement. (*Id.* at ¶¶ 12–13.)

The postmark deadline for claim forms was January 2, 2024. RG/2 received 333 claims as of January 2, 2024, which it is reviewing for validity and Class inclusion. (*Id.* at ¶ 14.)³

Consistent with the Court’s Order granting preliminary approval, the Claims Administrator (RG/2) established a qualified settlement fund and escrow account on October 3, 2023, which the Defendants ultimately funded in the agreed amount of \$9 million. (*Id.* at ¶ 15.) As of January 2, 2024, the balance of the account is \$9,019,265.55, with interest accrued. (*Id.*)

Per Section IV.5.c.2 of the Settlement Agreement (Doc. 477-2), the Court must approve of any “Remaining Funds” donations made to any “Community Funds.” Those terms are defined in the Settlement Agreement. Though the amount of Remaining Funds, if any, is unknown at this time, the Parties ask the Court to approve of any ultimate Remaining Funds to be donated to Kiser Elementary School in Dayton, Ohio, which serves the community consistent with the terms of the

³ The Settlement Agreement was not made contingent on a take rate. *See generally* Doc. No. 477-2.

Settlement Agreement. For clarity, it is unknown at this time whether there will ultimately be any Remaining Funds.

To reiterate, no person has objected to the Settlement Agreement in this action. (*Id.* at ¶ 13.) Only three requests for exclusion have been received. (*Id.* at ¶ 12.) Over 330 persons have timely submitted claim forms after a thorough, Court-approved notice and claims process. (*Id.* at ¶ 14.) These facts indicate strong support of the proposed settlement of this action. *See, e.g., Fields v KTH Parts Indus.*, No. 3:19-cv-8, 2022 WL 3223379 (S.D. Ohio Aug. 9, 2022).

Accordingly, for the reasons stated in the Parties' Joint Motion for Preliminary Approval and based on the findings of this Court in its Order Granting Preliminary Approval of the Settlement Agreement, the Parties respectfully request that this Court enter an Order granting final certification of the class action and final approval of the class-action settlement. Class Counsel respectfully request further that their Motion for Award of Attorney's Fees and Costs (Doc. 481) and Motion for Incentive Payments to the Class Representatives (Doc. No. 483) be granted. A proposed form of Order is attached as Exhibit 2.

Dated: January 9, 2024

Respectfully submitted,

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***Attorneys for Defendants MAHLE Behr USA, Inc.
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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON**

IN RE BEHR DAYTON THERMAL
PRODUCTS, LLC

CASE NO. 3:08-cv-00326-WHR
(Judge Walter H. Rice)

DECLARATION OF MELISSA E. BALDWIN

1. My name is Melissa E. Baldwin, and I am over the age of eighteen (18) years. I make this declaration under the penalty of perjury, free and voluntarily, under no coercion, threat, or intimidation, and without promise of benefit or reward, based on my own personal knowledge. If called to testify, I could and would testify consistent with the matters stated herein.

2. I am the Director of Claims Administration for RG/2 Claims Administration LLC (“RG/2 Claims”), the independent third-party settlement administrator retained as Claims Administrator to handle various settlement administration activities in the above-referenced matter, including, but not limited to, acting as escrow agent, mailing of settlement notification packages to Class Members, Claim Form collection and review, claimant correspondence, distribution and tax reporting.

3. RG/2 Claims is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2 Claims’ experience includes the provision of notice and administration services for settlements arising from antitrust, consumer fraud, civil rights, employment, negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess of \$2 billion in class action settlement proceeds.

4. I have been actively involved and responsible for handling the administration of the settlement of the above-referenced matter.

5. As required by the Class Action Fairness Act (“CAFA”), on September 25, 2023, RG/2 Claims caused to be served by First-Class mail a Notice of Proposed Settlement to the United

States Attorney General and 26 State Attorneys General of the applicable states in the matter. A copy of the Notice of Proposed Settlement is attached hereto as **Exhibit A**. RG/2 Claims has received no objections or other responses from any Attorney General regarding this Notice.

6. Over the course of this administration, RG/2 Claims has received multiple electronic file containing the names, known contact information, parcel numbers and parcel addresses for the current and former owners of properties in the Settlement Class Areas. Extensive research was completed through public property tax records, property sales data, credit bureaus, and other databases to identify the current and former owners of properties in the Settlement Class Areas. RG/2 Claims identified 1,838 potential Class Members. Based upon this research, the list of addresses of all properties determined to be located in the Settlement Class Areas, and to which Notices were mailed, is attached hereto as **Exhibit B**.

7. On November 3, 2023, RG/2 Claims caused to be served to the Class Members by First Class U.S. Mail the personalized *Notice of Proposed Class Action Settlement and Your Rights* and the *Claim Form* (the “Notice”). Each Notice was prepopulated with the Class Member’s name, Settlement Class Areas property address and parcel number (where available). The Notice also advised the Class Members of the deadlines to Request Exclusion (December 4, 2023) or Object to the Settlement (December 4, 2023). A true and correct copy of the Notice is attached hereto as **Exhibit C**.

8. RG/2 Claims also arranged for the Short Form Notice to be published in the *Dayton Daily News* on three occasions during the Claim Form filing period. The dates the Short Form Notice was published are listed below:

Publication	First Insertion	Second Insertion	Third Insertion
<i>Dayton Daily News</i>	November 3, 2023	November 10, 2023	November 17, 2023

A true and correct copy of the Short Form Notice is attached hereto as **Exhibit D**.

9. Susequent to mailing the Notice, RG/2 Claims secured the already established URL, www.mccookfieldclassaction.com, from the previous administrator and updated the content with the following:

- a. The “Homepage” contains a brief summary of the Settlement and advises potential Settlement Class Members of their rights under the Settlement;
- b. The “Notice and Claim Form” page contains pdf copies of the Long Form Notice, the Claim Form and the Request for Exclusion From Class Form, all available in English and Spanish;
- c. The “Court Documents” page contains various documents filed with the Court for this Settlement, such as the Class Action Settlement Agreement, and Amended Complaints, Preliminary Approval Order and Class Counsel’s Motion for an Award of Attorney’s Fees and Cost. All documents are available in English and Spanish;
- d. The “Class Area Map” with a PDF high-resolution version of the Settlement Class Areas;
- e. The “Contact” page contains the contact information of the Claims Administrator and Class Counsel.

A true and correct copy of the Homepage is attached hereto as **Exhibit E**.

9. Prior to mailing the Notice, and in order to locate the most recent addresses for Class Members, RG/2 Claims processed the Class data list of 1,838 names and addresses through the United States Postal Service’s (“USPS”) National Change of Address database (“NCOA”) and updated the data with any corrected information from NCOA.

10. On November 27, 2023, under the agreement of the Parties, RG/2 Claims mailed a letter to all identified members of the Class clarifying that bodily injury and medical monitoring claims are not included in this Settlement. I understand this notice was prompted by questions raised by certain members of the Class. A true and correct copy of this letter is attached hereto as **Exhibit F**.

11. Through January 2, 2024, two (2) Notices were returned with forwarding addresses from the USPS. These Notices were expeditiously re-mailed to the Class Members. There were also 390 Notices returned by the USPS as undeliverable. RG/2 Claims performed address searches for these Notices and was able to locate new addresses for 66 of the undeliverable Notices. New Notices were re-mailed to these Class Members. Stated otherwise, 83.46% of the Notices have

not been returned as undeliverable and are presumed to be successfully delivered to the eligible Class Members.

12. As of January 2, 2024, RG/2 Claims has received three (3) requests for exclusion from the Settlement. True and correct copies of the Requests for Exclusion are attached hereto as

Exhibit G.

13. As of January 2, 2024, RG/2 Claims has not received any objections to the Settlement.

14. As of January 8, 2024, RG/2 Claims has received 333 timely submitted Claim Forms from Class Members. These Claim Forms are being reviewed for validity and Class inclusion.

15. On October 3, 2023, RG/2 Claims established the Escrow Account, entitled In Re Behr Dayton Thermal Products LLC Litigation Settlement Fund, at The Huntington National Bank to receive the Settlement Fund amounts from the Defendants. As of January 2, 2024, the balance of this account is \$9,019,265.55, with interest accrued.

I further declare under penalty of perjury pursuant to the laws of the State of Ohio and the United States of America that the above is true and correct and that this declaration was executed on January 9, 2024 at Philadelphia, Pennsylvania.



Melissa Baldwin, Declarant

EXHIBIT A



September 25, 2023

Via «Via_Mail»

«First» «Last», «Esquire»
«Title»
«Street_1»
«Street2»
«City», «State1» «Zip»

Re: *In Re Behr Dayton Thermal Products, Inc.*, Case No. 3:08-cv-00326-WHR
In the United States District Court for the Southern District of Ohio, Western Division at Dayton
Notice of Proposed Settlement

To the Honorable «First» «Last», Esq.:

Pursuant to the Class Action Fairness Act of 2005 (specifically 28 U.S.C.A. § 1715), Defendants, *Old Carco, LLC, Aramark Uniform & Career Appeal, LLC, MAHLE Behr Dayton LLC, and MAHLE Behr USA, Inc.* and the prospective Claims Administrator, RG/2 Claims Administration LLC, hereby give notice in the above-captioned matter (the “Action”) of the following:

1. Pursuant to the requirements under the Class Action Fairness Act of 2005, copies of the following documents are also contained on the CD-Rom included herein:
 - a. Exhibit 1: Master Amended Class Action Complaint and Jury Demand dated January 3, 2012;
 - b. Exhibit 2: Second Master Amended Class Action Complaint and Jury Demand dated April 6, 2012;
 - c. Exhibit 3: Third Master Amended Class Action Complaint and Jury Demand dated March 4, 2015;
 - d. Exhibit 4: Joint Motion to Preliminarily Approve Class Action Settlement Agreement, Appoint Settlement Class Counsel, Appoint Claims Administrator, Approve Forms and Manner of Notice, Approve Escrow Agreement and Establish Qualified Settlement Fund filed on September 15, 2023;
 - e. Exhibit 5: [Proposed] Order Preliminarily Approving Class Action Settlement, Appointing Settlement Class Counsel, Appointing Claims Administrator, Approving Forms and Manner of Notice, Approving Escrow Agreement, and Establishing Qualified Settlement Fund filed on September 15, 2023;

September 25, 2023

Page 2



- f. Exhibit 6: Class Action Settlement Agreement filed on September 15, 2023;
 - g. Exhibit 7: [Proposed] Notice of Proposed Class Action Settlement and Your Rights and Claim Form;
 - h. Exhibit 8: [Proposed] Summary Notice of Class Action Settlement;
 - i. Exhibit 9: [Proposed] Escrow Agency Agreement; and
 - j. Exhibit 10: Approximate Class Members per State of Residency.
2. The Settlement Classes are defined as:
- “Settlement Class A” means Persons who, at any time between April 8, 2006 and September 15, 2023 (the “Class Ownership Period”), owned or own real property located within the area identified as “Class A” on the map attached, on the enclosed CD-ROM, as **Exhibit A – Class Area**.
- “Settlement Class B” means Persons who, at any time between April 8, 2006 and September 15, 2023 (the “Class Ownership Period”), owned or own real property located within the area identified as “Class B” on the map attached, on the enclosed CD-ROM, as **Exhibit A – Class Area**.
3. It is not feasible to provide the anticipated gross settlement amount allocations at this time until all Class Members have had an opportunity to file a Claim Form. The amounts recovered by each individual member may vary, and such amounts will be distributed to those who file a Claim Form. Exhibit 10, on the enclosed CD-ROM, provides a table of the Known Class Members per State of Residency.
4. There are no other settlement or other agreements between class counsel and counsel for defendants pursuant to 28 U.S.C. § 1715(b)(5).
5. The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no document is presently available pursuant to 28 U.S.C. § 1715(b)(6).
6. The Fairness Hearing is scheduled for January 22, 2024 at 1:30 p.m. before the Honorable Walter H Rice, United States District Judge, at the Walter H. Rice Federal Building and U.S. Courthouse, 200 W. 2nd Street, Dayton, OH 45402.
7. Finally, there are no relevant written judicial opinions pursuant to 28 U.S.C. § 1715(b)(8).

If you have questions about this notice, the lawsuit, or the enclosed materials, please contact RG/2 Claims Administration LLC at 215-979-1620.

Sincerely,

RG/2 Claims Administration LLC

EXHIBIT B

Parcel Address	Parcel City	Parcel State
526 BANNOCK ST	Dayton	OH
530 BANNOCK ST	Dayton	OH
535 Bannock Street B	Dayton	OH
538 BANNOCK ST	Dayton	OH
543 BANNOCK ST	Dayton	OH
6 DANIEL ST	Dayton	OH
12 Daniel Street	Dayton	OH
24 DANIEL ST	Dayton	OH
32 DANIEL ST	Dayton	OH
36 DANIEL ST	Dayton	OH
40 DANIEL ST	Dayton	OH
44 DANIEL ST	Dayton	OH
48 DANIEL ST	Dayton	OH
50 DANIEL ST	Dayton	OH
52 Daniel Street	Dayton	OH
54 DANIEL ST	Dayton	OH
600 DANIEL ST	Dayton	OH
604 DANIEL ST	Dayton	OH
605 DANIEL ST	Dayton	OH
608 DANIEL ST	Dayton	OH
612 DANIEL ST	Dayton	OH
613 DANIEL ST	Dayton	OH
616 DANIEL ST	Dayton	OH
617 DANIEL ST	Dayton	OH
620 DANIEL ST	Dayton	OH
621 DANIEL ST	Dayton	OH
624 DANIEL ST	Dayton	OH
625 DANIEL ST	Dayton	OH
10 12 DANIEL ST	Dayton	OH
50 52 DANIEL ST	Dayton	OH
1210 DEEDS AVE	Dayton	OH
1225 DEEDS AVE	Dayton	OH
1227 DEEDS AVE	Dayton	OH
1246 DEEDS AVE	Dayton	OH
1266 DEEDS AVE	Dayton	OH
1274 DEEDS AVE	Dayton	OH
1769 E HELENA ST	Dayton	OH
612 Earl Avenue	Dayton	OH
614 EARL AVE	Dayton	OH
615 EARL AVE	Dayton	OH
619 EARL AVE	Dayton	OH
620 EARL AVE	Dayton	OH
623 Earl Avenue	Dayton	OH
624 EARL AVE	Dayton	OH
626 EARL AVE	Dayton	OH
629 EARL AVE	Dayton	OH

630 EARL AVE	Dayton	OH
715 Earl Avenue	Dayton	OH
719 Earl Avenue	Dayton	OH
720 EARL AVE	Dayton	OH
721 Earl Avenue	Dayton	OH
723 EARL AVE	Dayton	OH
727 Earl Avenue	Dayton	OH
728 EARL AVE	Dayton	OH
729 Earl Avenue	Dayton	OH
731 EARL AVE	Dayton	OH
733 Earl Avenue	Dayton	OH
741 Earl Avenue	Dayton	OH
610 612 EARL AVE	Dayton	OH
621 623 EARL AVE	Dayton	OH
636 638 EARL AVE	Dayton	OH
709 711 EARL AVE	Dayton	OH
713 715 EARL AVE	Dayton	OH
717 719 EARL AVE	Dayton	OH
727 729 EARL AVE	Dayton	OH
735 737 EARL AVE	Dayton	OH
739 741 EARL AVE	Dayton	OH
616 Ewing Street	Dayton	OH
618 Ewing Street	Dayton	OH
620 Ewing Street	Dayton	OH
700 EWING AVE	Dayton	OH
700 EWING ST	Dayton	OH
702 EWING AVE	Dayton	OH
702 Ewing Street	Dayton	OH
705 EWING AVE	Dayton	OH
705 EWING ST	Dayton	OH
706 Ewing Street	Dayton	OH
708 EWING AVE	Dayton	OH
710 Ewing Street	Dayton	OH
704 706 EWING ST	Dayton	OH
708 710 EWING ST	Dayton	OH
1429 GILES AVE	Dayton	OH
500 HALL AVE	Dayton	OH
514 HALL AVE	Dayton	OH
518 Hall Avenue	Dayton	OH
522 Hall Avenue	Dayton	OH
528 HALL AVE	Dayton	OH
611 HALL AVE	Dayton	OH
614 HALL AVE	Dayton	OH
615 HALL AVE	Dayton	OH
619 HALL AVE	Dayton	OH
624 HALL AVE	Dayton	OH
625 HALL AVE	Dayton	OH

626 HALL AVE	Dayton	OH
627 HALL AVE	Dayton	OH
635 HALL AVE	Dayton	OH
636 HALL AVE	Dayton	OH
639 HALL AVE	Dayton	OH
640 HALL AVE	Dayton	OH
641 HALL AVE	Dayton	OH
643 Hall Avenue	Dayton	OH
644 HALL AVE	Dayton	OH
700 HALL AVE	Dayton	OH
704 HALL AVE	Dayton	OH
711 HALL AVE	Dayton	OH
712 HALL AVE	Dayton	OH
716 HALL AVE	Dayton	OH
720 HALL AVE	Dayton	OH
1221 HARKER ST	Dayton	OH
1225 HARKER ST	Dayton	OH
1229 HARKER ST	Dayton	OH
1233 HARKER ST	Dayton	OH
1237 HARKER ST	Dayton	OH
1241 HARKER ST	Dayton	OH
1245 HARKER ST	Dayton	OH
1248 HARKER ST	Dayton	OH
1251 HARKER ST	Dayton	OH
1257 HARKER ST	Dayton	OH
1258 HARKER ST	Dayton	OH
1269 HARKER ST	Dayton	OH
1271 HARKER ST	Dayton	OH
1275 HARKER ST	Dayton	OH
1281 HARKER ST	Dayton	OH
514 HERBERT AVE	Dayton	OH
514 HERBERT ST	Dayton	OH
515 HERBERT AVE	Dayton	OH
515 HERBERT ST	Dayton	OH
522 HERBERT AVE	Dayton	OH
523 HERBERT AVE	Dayton	OH
526 HERBERT AVE	Dayton	OH
526 HERBERT ST	Dayton	OH
527 Herbert Street (A)	Dayton	OH
527 HERBERT AVE	Dayton	OH
527 HERBERT ST	Dayton	OH
528 HERBERT AVE	Dayton	OH
529 Herbert Street	Dayton	OH
531 HERBERT AVE	Dayton	OH
531 HERBERT ST	Dayton	OH
533 HERBERT AVE	Dayton	OH
811 Herman Avenue	Dayton	OH

815 HERMAN AVE	Dayton	OH
821 HERMAN AVE	Dayton	OH
823 HERMAN AVE	Dayton	OH
827 HERMAN AVE	Dayton	OH
831 HERMAN AVE	Dayton	OH
835 HERMAN AVE	Dayton	OH
809 811 HERMAN AVE	Dayton	OH
620 HILLROSE AVE	Dayton	OH
626 HILLROSE AVE	Dayton	OH
628 HILLROSE AVE	Dayton	OH
636 HILLROSE AVE	Dayton	OH
226 HUNTER AVE	Dayton	OH
228 HUNTER AVE	Dayton	OH
230 HUNTER AVE	Dayton	OH
234 Hunter Avenue	Dayton	OH
236 HUNTER AVE	Dayton	OH
238 HUNTER AVE	Dayton	OH
239 HUNTER AVE	Dayton	OH
242 HUNTER AVE	Dayton	OH
243 HUNTER AVE	Dayton	OH
246 HUNTER AVE	Dayton	OH
251 HUNTER AVE	Dayton	OH
265 HUNTER AVE	Dayton	OH
267 Hunter Avenue	Dayton	OH
269 Hunter Avenue	Dayton	OH
275 HUNTER AVE	Dayton	OH
279 HUNTER AVE	Dayton	OH
283 HUNTER AVE	Dayton	OH
290 Hunter Avenue	Dayton	OH
314 HUNTER AVE	Dayton	OH
403 HUNTER AVE	Dayton	OH
405 HUNTER AVE	Dayton	OH
413 Hunter Avenue	Dayton	OH
417 HUNTER AVE	Dayton	OH
425 HUNTER AVE	Dayton	OH
431 HUNTER AVE	Dayton	OH
435 HUNTER AVE	Dayton	OH
440 HUNTER AVE	Dayton	OH
445 HUNTER AVE	Dayton	OH
446 HUNTER AVE	Dayton	OH
450 HUNTER AVE	Dayton	OH
451 Hunter Avenue	Dayton	OH
454 HUNTER AVE	Dayton	OH
456 HUNTER AVE	Dayton	OH
457 HUNTER AVE	Dayton	OH
462 HUNTER AVE	Dayton	OH
464 HUNTER AVE	Dayton	OH

465 HUNTER AVE	Dayton	OH
467 HUNTER AVE	Dayton	OH
471 HUNTER AVE	Dayton	OH
473 HUNTER AVE	Dayton	OH
475 Hunter Avenue	Dayton	OH
505 HUNTER AVE	Dayton	OH
531 Hunter Avenue	Dayton	OH
1116 HUNTER AVE	Dayton	OH
1124 HUNTER AVE	Dayton	OH
1144 HUNTER AVE	Dayton	OH
1148 HUNTER AVE	Dayton	OH
1152 HUNTER AVE	Dayton	OH
1156 HUNTER AVE	Dayton	OH
1162 HUNTER AVE	Dayton	OH
411 413 HUNTER AVE	Dayton	OH
449 451 HUNTER AVE	Dayton	OH
702 Keowee Street	Dayton	OH
708 KEOWEE ST	Dayton	OH
715 KEOWEE ST	Dayton	OH
716 KEOWEE ST	Dayton	OH
719 Keowee Street	Dayton	OH
722 Keowee Street	Dayton	OH
726 Keowee Street	Dayton	OH
727 KEOWEE ST	Dayton	OH
730 Keowee Street	Dayton	OH
731 KEOWEE ST	Dayton	OH
736 KEOWEE ST	Dayton	OH
812 Keowee Street	Dayton	OH
825 KEOWEE ST	Dayton	OH
917 KEOWEE ST	Dayton	OH
919 Keowee Street	Dayton	OH
939 KEOWEE ST	Dayton	OH
1000 KEOWEE ST	Dayton	OH
1025 Keowee Street	Dayton	OH
1202 KEOWEE ST	Dayton	OH
1218 KEOWEE ST	Dayton	OH
1224 KEOWEE ST	Dayton	OH
1248 KEOWEE ST	Dayton	OH
1274 KEOWEE ST	Dayton	OH
700 702 KEOWEE ST	Dayton	OH
710 712 KEOWEE ST	Dayton	OH
717 719 KEOWEE ST	Dayton	OH
720 722 KEOWEE ST	Dayton	OH
724 726 KEOWEE ST	Dayton	OH
728 730 KEOWEE ST	Dayton	OH
802 812 KEOWEE ST	Dayton	OH
49 KISER ST	Dayton	OH

51 Kiser Street	Dayton	OH
53 KISER ST	Dayton	OH
57 KISER ST	Dayton	OH
113 KISER ST	Dayton	OH
117 KISER ST	Dayton	OH
131 KISER ST	Dayton	OH
201 KISER ST	Dayton	OH
211 KISER ST	Dayton	OH
223 KISER ST	Dayton	OH
231 KISER ST	Dayton	OH
239 KISER ST	Dayton	OH
243 KISER ST	Dayton	OH
247 KISER ST	Dayton	OH
251 KISER ST	Dayton	OH
253 Kiser Street	Dayton	OH
325 KISER ST	Dayton	OH
427 KISER ST	Dayton	OH
433 KISER (REAR) ST	Dayton	OH
433 KISER ST	Dayton	OH
600 KISER ST	Dayton	OH
727 KISER ST	Dayton	OH
743 KISER ST	Dayton	OH
807 KISER ST	Dayton	OH
109 111 KISER ST	Dayton	OH
113 115 KISER ST	Dayton	OH
57 59 KISER ST	Dayton	OH
1212 LAMAR ST	Dayton	OH
1213 LAMAR ST	Dayton	OH
1216 LAMAR ST	Dayton	OH
1220 LAMAR ST	Dayton	OH
1221 LAMAR ST	Dayton	OH
1224 LAMAR ST	Dayton	OH
1225 LAMAR ST	Dayton	OH
1229 LAMAR ST	Dayton	OH
1233 LAMAR ST	Dayton	OH
1237 LAMAR ST	Dayton	OH
564 LEO ST	Dayton	OH
570 LEO ST	Dayton	OH
603 LEO ST	Dayton	OH
604 LEO ST	Dayton	OH
801 LEO ST	Dayton	OH
805 LEO ST	Dayton	OH
824 LEO ST	Dayton	OH
900 LEO ST	Dayton	OH
908 LEO ST	Dayton	OH
916 LEO ST	Dayton	OH
920 LEO ST	Dayton	OH

924 LEO ST	Dayton	OH
930 LEO ST	Dayton	OH
932 Leo Street	Dayton	OH
934 LEO ST	Dayton	OH
1000 LEO ST	Dayton	OH
1016 LEO ST	Dayton	OH
1104 Leo Street	Dayton	OH
1120 LEO ST	Dayton	OH
1124 LEO ST	Dayton	OH
1200 LEO ST	Dayton	OH
1302 LEO ST	Dayton	OH
1306 LEO ST	Dayton	OH
1310 LEO ST	Dayton	OH
1326 LEO ST	Dayton	OH
1008 LEONHARD ST	Dayton	OH
1245 LEONHARD ST	Dayton	OH
601 Mel Street	Dayton	OH
603 MEL ST	Dayton	OH
609 MEL ST	Dayton	OH
628 MILBURN AVE	Dayton	OH
630 MILBURN AVE	Dayton	OH
642 MILBURN AVE	Dayton	OH
646 MILBURN AVE	Dayton	OH
654 MILBURN AVE	Dayton	OH
656 Milburn Avenue	Dayton	OH
660 MILBURN AVE	Dayton	OH
810 MILBURN AVE	Dayton	OH
812 MILBURN AVE	Dayton	OH
818 Milburn Avenue	Dayton	OH
819 MILBURN AVE	Dayton	OH
822 MILBURN AVE	Dayton	OH
823 MILBURN AVE	Dayton	OH
824 MILBURN AVE	Dayton	OH
826 Milburn Avenue	Dayton	OH
827 MILBURN AVE	Dayton	OH
830 MILBURN AVE	Dayton	OH
831 MILBURN AVE	Dayton	OH
832 MILBURN AVE	Dayton	OH
901 MILBURN AVE	Dayton	OH
903 Milburn Avenue	Dayton	OH
905 MILBURN AVE	Dayton	OH
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915 MILBURN AVE	Dayton	OH
918 MILBURN AVE	Dayton	OH
919 MILBURN AVE	Dayton	OH
920 MILBURN AVE	Dayton	OH
923 MILBURN AVE	Dayton	OH

926 MILBURN AVE	Dayton	OH
927 MILBURN AVE	Dayton	OH
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933 MILBURN AVE	Dayton	OH
936 MILBURN AVE	Dayton	OH
941 MILBURN AVE	Dayton	OH
944 MILBURN AVE	Dayton	OH
947 MILBURN AVE	Dayton	OH
948 MILBURN AVE	Dayton	OH
951 MILBURN AVE	Dayton	OH
952 MILBURN AVE	Dayton	OH
953 MILBURN AVE	Dayton	OH
1417 Milburn Avenue A	Dayton	OH
1417 Milburn Avenue B	Dayton	OH
1417 Milburn Avenue C	Dayton	OH
1417 Milburn Avenue D	Dayton	OH
1417 MILBURN AVE	Dayton	OH
1421 Milburn Avenue A	Dayton	OH
1421 Milburn Avenue B	Dayton	OH
1421 Milburn Avenue C	Dayton	OH
1421 Milburn Avenue D	Dayton	OH
1421 MILBURN AVE	Dayton	OH
1425 MILBURN AVE	Dayton	OH
1428 MILBURN AVE	Dayton	OH
1440 MILBURN AVE	Dayton	OH
1501 MILBURN AVE	Dayton	OH
1505 MILBURN AVE	Dayton	OH
1506 MILBURN AVE	Dayton	OH
1509 MILBURN AVE	Dayton	OH
1523 MILBURN AVE	Dayton	OH
816 818 MILBURN AVE	Dayton	OH
832 834 MILBURN AVE	Dayton	OH
700 N KEOWEE ST	Dayton	OH
710 N KEOWEE ST	Dayton	OH
715 N KEOWEE ST	Dayton	OH
716 N KEOWEE ST	Dayton	OH
717 N KEOWEE ST	Dayton	OH
723 N KEOWEE ST	Dayton	OH
728 N KEOWEE ST	Dayton	OH
735 N KEOWEE ST	Dayton	OH
736 N KEOWEE ST	Dayton	OH
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801 N KEOWEE ST	Dayton	OH
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821 N KEOWEE ST	Dayton	OH
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829 N KEOWEE ST	Dayton	OH

939 N KEOWEE ST	Dayton	OH
1003 N KEOWEE ST	Dayton	OH
1202 N KEOWEE ST	Dayton	OH
1218 N KEOWEE ST	Dayton	OH
1246 N KEOWEE ST	Dayton	OH
1248 N KEOWEE ST	Dayton	OH
1252 N KEOWEE ST	Dayton	OH
1274 N KEOWEE ST	Dayton	OH
1308 N Keowee Street	Dayton	OH
1348 N Keowee Street	Dayton	OH
1226 SCHAEFFER ST	Dayton	OH
1302 SCHAEFFER ST	Dayton	OH
1305 SCHAEFFER ST	Dayton	OH
1306 SCHAEFFER ST	Dayton	OH
1309 SCHAEFFER ST	Dayton	OH
1315 SCHAEFFER ST	Dayton	OH
1317 SCHAEFFER ST	Dayton	OH
13 TATO ST	Dayton	OH
611 TAYLOR ST	Dayton	OH
613 TAYLOR ST	Dayton	OH
617 TAYLOR ST	Dayton	OH
621 TAYLOR ST	Dayton	OH
622 TAYLOR ST	Dayton	OH
626 TAYLOR ST	Dayton	OH
629 Taylor Street	Dayton	OH
630 TAYLOR ST	Dayton	OH
631 TAYLOR ST	Dayton	OH
633 TAYLOR ST	Dayton	OH
634 TAYLOR ST	Dayton	OH
636 TAYLOR ST	Dayton	OH
640 TAYLOR ST	Dayton	OH
641 TAYLOR ST	Dayton	OH
645 TAYLOR ST	Dayton	OH
700 TAYLOR ST	Dayton	OH
706 TAYLOR ST	Dayton	OH
707 TAYLOR ST	Dayton	OH
709 TAYLOR ST	Dayton	OH
710 TAYLOR ST	Dayton	OH
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718 TAYLOR ST	Dayton	OH
720 TAYLOR ST	Dayton	OH
721 TAYLOR ST	Dayton	OH
722 Taylor Street	Dayton	OH
724 TAYLOR ST	Dayton	OH
725 TAYLOR ST	Dayton	OH
726 TAYLOR ST	Dayton	OH

728 Taylor Street	Dayton	OH
731 TAYLOR ST	Dayton	OH
739 Taylor Street	Dayton	OH
741 TAYLOR ST	Dayton	OH
743 Taylor Street	Dayton	OH
745 TAYLOR ST	Dayton	OH
749 TAYLOR ST	Dayton	OH
757 TAYLOR ST	Dayton	OH
759 Taylor Street	Dayton	OH
737 739 TAYLOR ST	Dayton	OH
537 539 TONY STEIN WAY	Dayton	OH
1031 TROY ST	Dayton	OH
1111 TROY ST	Dayton	OH
1115 TROY ST	Dayton	OH
1121 TROY ST	Dayton	OH
1135 TROY ST	Dayton	OH
1209 TROY ST	Dayton	OH
103 VALLEY ST	Dayton	OH
105 VALLEY ST	Dayton	OH
107 VALLEY ST	Dayton	OH
100 VERMONT AVE	Dayton	OH
110 Vermont Avenue	Dayton	OH
114 VERMONT AVE	Dayton	OH
200 VERMONT AVE	Dayton	OH
206 VERMONT AVE	Dayton	OH
212 VERMONT AVE	Dayton	OH
216 VERMONT AVE	Dayton	OH
220 VERMONT AVE	Dayton	OH
226 VERMONT AVE	Dayton	OH
230 VERMONT AVE	Dayton	OH
234 VERMONT AVE	Dayton	OH
240 VERMONT AVE	Dayton	OH
244 VERMONT AVE	Dayton	OH
248 VERMONT AVE	Dayton	OH
258 Vermont Avenue	Dayton	OH
266 VERMONT AVE	Dayton	OH
270 VERMONT AVE	Dayton	OH
316 Vermont Avenue	Dayton	OH
320 VERMONT AVE	Dayton	OH
332 VERMONT AVE	Dayton	OH
256 58 VERMONT AVE	Dayton	OH
300 304 VERMONT AVE	Dayton	OH
702 Webster Street	Dayton	OH
704 WEBSTER ST	Dayton	OH
706 Webster Street	Dayton	OH
709 Webster Street	Dayton	OH
724 WEBSTER ST	Dayton	OH

730 WEBSTER ST	Dayton	OH
732 Webster Street	Dayton	OH
734 WEBSTER ST	Dayton	OH
736 Webster Street	Dayton	OH
738 WEBSTER ST	Dayton	OH
742 WEBSTER ST	Dayton	OH
746 WEBSTER ST	Dayton	OH
748 Webster Street	Dayton	OH
800 WEBSTER ST	Dayton	OH
816 WEBSTER ST	Dayton	OH
817 WEBSTER ST	Dayton	OH
822 WEBSTER ST	Dayton	OH
824 WEBSTER ST	Dayton	OH
832 WEBSTER ST	Dayton	OH
834 Webster Street	Dayton	OH
836 WEBSTER ST	Dayton	OH
840 WEBSTER ST	Dayton	OH
846 WEBSTER ST	Dayton	OH
850 WEBSTER ST	Dayton	OH
854 WEBSTER ST	Dayton	OH
856 Webster Street	Dayton	OH
859 WEBSTER ST	Dayton	OH
861 WEBSTER ST	Dayton	OH
900 WEBSTER ST	Dayton	OH
903 WEBSTER ST	Dayton	OH
906 WEBSTER ST	Dayton	OH
907 WEBSTER ST	Dayton	OH
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910 Webster Street	Dayton	OH
914 WEBSTER ST	Dayton	OH
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916 WEBSTER ST	Dayton	OH
918 Webster Street	Dayton	OH
920 WEBSTER ST	Dayton	OH
922 Webster Street	Dayton	OH
923 WEBSTER ST	Dayton	OH
926 Webster Street	Dayton	OH
932 Webster Street	Dayton	OH
933 WEBSTER ST	Dayton	OH
935 Webster Street	Dayton	OH
939 WEBSTER ST	Dayton	OH
943 WEBSTER ST	Dayton	OH
947 WEBSTER ST	Dayton	OH
955 Webster Street	Dayton	OH
961 WEBSTER ST	Dayton	OH
963 Webster Street	Dayton	OH
971 Webster Street	Dayton	OH

1000 WEBSTER ST	Dayton	OH
1110 WEBSTER ST	Dayton	OH
1200 WEBSTER ST	Dayton	OH
1314 WEBSTER ST	Dayton	OH
1400 WEBSTER ST	Dayton	OH
1404 Webster Street	Dayton	OH
1501 Webster Street	Dayton	OH
1506 WEBSTER ST	Dayton	OH
1510 WEBSTER ST	Dayton	OH
1625 WEBSTER ST	Dayton	OH
1653 WEBSTER ST	Dayton	OH
1657 WEBSTER ST	Dayton	OH
1669 WEBSTER ST	Dayton	OH
1803 WEBSTER ST	Dayton	OH
700 702 WEBSTER ST	Dayton	OH
903/905 Webster Street	Dayton	OH
917 919 WEBSTER ST	Dayton	OH
924 926 WEBSTER ST	Dayton	OH
930 932 WEBSTER ST	Dayton	OH
953 955 WEBSTER ST	Dayton	OH
965/967 Webster Street	Dayton	OH
969 971 WEBSTER ST	Dayton	OH
612 WILLOW ST	Dayton	OH
616 WILLOW ST	Dayton	OH
618 WILLOW ST	Dayton	OH
619 WILLOW ST	Dayton	OH
622 WILLOW ST	Dayton	OH
623 WILLOW ST	Dayton	OH
624 WILLOW ST	Dayton	OH
627 WILLOW ST	Dayton	OH
629 Willow Street	Dayton	OH
631 WILLOW ST	Dayton	OH
637 WILLOW ST	Dayton	OH

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

IN RE BEHR DAYTON THERMAL
PRODUCTS, LLC

Case No. 03:08-cv-00326 (WHR)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND YOUR RIGHTS

If, on or after April 1, 2006, you owned property in a portion of the McCook Field neighborhood in Dayton, Ohio, a pending Settlement Agreement may entitle you to compensation and affect your legal rights.

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

- In 2008, several residents of the McCook Field neighborhood of Dayton filed a class-action lawsuit against Chrysler LLC, now known as Old Carco LLC (“Old Carco”), Behr Dayton Thermal Products LLC and Behr America, Inc., now known, respectively, as MAHLE Behr Dayton LLC and MAHLE Behr USA, Inc. (collectively “Behr”), and Aramark Uniform & Career Apparel, LLC (“Aramark”). These residents alleged that they had experienced vapor intrusion from underground plumes of chemical contamination.¹ The lawsuit is pending in the United States District Court of the Southern District of Ohio and presided over by the Honorable Walter E. Rice, U.S.D.J., in Dayton, Ohio.
- Old Carco, Behr or Aramark deny the claims asserted against them and deny that they did anything wrong and no trial has been held to resolve any of the claims.
- Instead of going through a trial, the parties have preliminarily agreed to settle this case for a total of **\$9,000,000** (nine million dollars), as further detailed in the Settlement Agreement (the “Proposed Settlement”), with a portion of this sum to be divided between the owners of the allegedly impacted properties.
- This Settlement Agreement, if given final approval by the Court, will provide monetary compensation to any person who owned residential, commercial, or tax-exempt real property in one of the two shaded areas on the map below (“Settlement Class A Area” or “Settlement Class B Area”) on or after April 1, 2006. The Court has given this Settlement Agreement preliminary approval.
- Your legal rights may be affected by this Settlement Agreement. **There is a deadline for you to act and you have a choice to make now!**

¹ You can find general information on vapor intrusion at <https://www.epa.gov/vaporintruion/what-vapor-intrusion>. You can find information about the alleged plumes at https://response.epa.gov/site/site_profile.aspx?site_id=5302.

YOUR LEGAL RIGHTS AND OPTIONS	
<p>FILE A CLAIM FORM BY JANUARY 2, 2024.</p>	<p>Stay in this lawsuit. File a Claim Form to receive monetary compensation. Give up certain rights.</p> <p>If you submit a valid Claim Form, and documentation, if necessary, by the deadline and the Proposed Settlement receives final approval, you will receive a share of the Settlement Fund as provided for in the Settlement Agreement. You MUST submit a Claim Form by the deadline to receive a share of the settlement funds.</p>
<p>ASK TO BE EXCLUDED BY DECEMBER 4, 2023.</p>	<p>Get out of this lawsuit and get no benefits from it. Keep rights.</p> <p>If you ask to be excluded from the lawsuit, you will not be bound by this Settlement Agreement. And you will NOT receive a share of the settlement money. To try to get money from the Defendants, you will have to bring your own lawsuit and prove and prevail in your entire case.</p>
<p>OBJECT BY DECEMBER 4, 2023.</p>	<p>Stay in this lawsuit. Object to the Proposed Settlement AND File a Claim Form to receive monetary compensation.</p> <p>Write to the Court setting forth the reasons why you do not like the Proposed Settlement as provided in the manner below. But you MUST still file a Claim Form by the deadline to be eligible to receive a share of the Settlement Funds.</p>
<p>FAIL TO TIMELY FILE A CLAIM FORM OR ASK TO BE EXCLUDED BY DEADLINE</p>	<p>Take no action. Forfeit rights. Receive no money.</p> <p>If you fail to timely file a Claim Form and if you fail to ask to be excluded, YOU WILL BE BOUND BY ALL OF THE COURT'S DETERMINATIONS and you will NOT receive a share of the Settlement Funds; and you will forfeit your rights to <i>ever</i> bring a claim.</p>

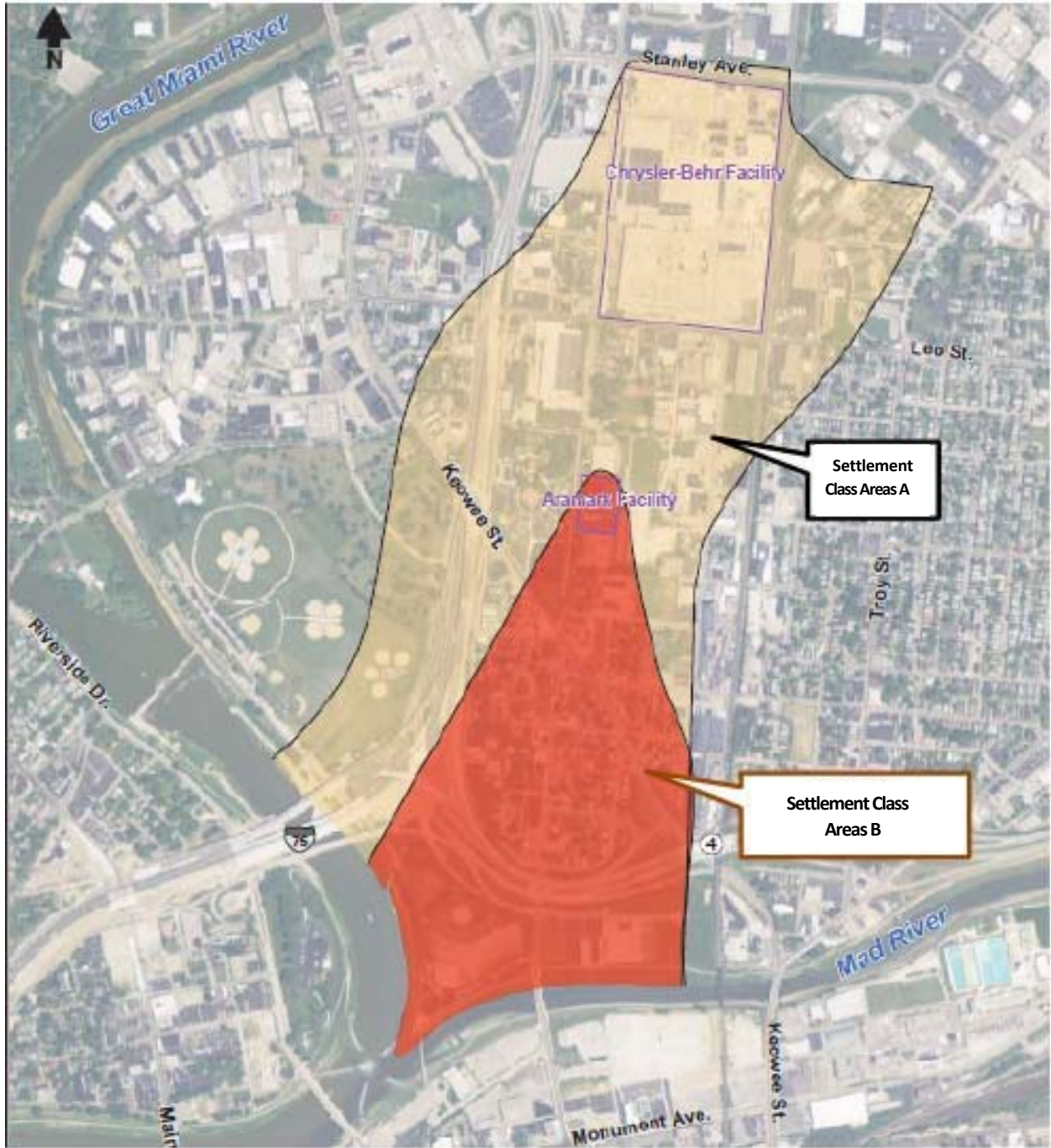
<p>ATTEND A HEARING ON JANUARY 22, 2024.</p>	<p>Stay in this lawsuit. Be heard by the Court AND File a Claim Form to receive monetary compensation.</p> <p>Ask to speak to the Court about the fairness of the Settlement if you file a request to do so by December 4, 2023 (referred to as the “Fairness Hearing” or “Final Approval Hearing”). But you MUST still file a Claim Form by the deadline to be eligible to receive a share of the settlement funds.</p> <p>(The date and time of the Final Approval Hearing is subject to change by Court Order and without further notice to the Class. This hearing may proceed by video conference if so indicated on the Court’s Electronic Filing System.)</p>
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- Your options are explained in this notice. To ask to be excluded, you must request to be excluded before December 4, 2023 or you will be bound by this Settlement Agreement.
- **Any questions? Read on and visit www.mccookfieldclassaction.com.**

BASIC INFORMATION

1. Why did I get this notice?

Property records show that you currently or previously owned property, on or after April 1, 2006, in one of the areas where the plaintiffs bringing this lawsuit allege that Old Carco, Behr, and/or Aramark is responsible for the presence of vapor intrusion from certain volatile organic compounds. These areas are shaded in yellow and red in the map below. The Court has conditionally certified a settlement class action consisting of any individual who owned property within either of these two areas between April 1, 2006 and September 15, 2023. The terms of the settlement are set forth in a Settlement Agreement, which you may read at [www.mccookfieldclassaction.com]. You have legal rights and options that you may exercise before the Court holds a fairness hearing, in which the Court will decide whether it gives final approval to the preliminarily approved settlement. Judge Walter Herbert Rice, of the United States District Court for the Southern District of Ohio, is overseeing this lawsuit. The lawsuit is known as *In re Behr Dayton Thermal Products, LLC*, Case No. 3:08-cv-326-WHR.



THE CLAIMS IN THE LAWSUIT

2. What is this lawsuit about?

This lawsuit is about whether Old Carco, Behr, and/or Aramark bear responsibility for alleged property damages caused by alleged vapor intrusion related to an alleged groundwater plume that contains trichloroethylene (“TCE”) and tetrachloroethylene (“PCE”). The plaintiffs allege that Old Carco and Aramark released TCE and PCE into the environment at their nearby facilities, and that neither Aramark, Old Carco, nor Behr properly investigated or remediated the resulting contamination from these releases. The plaintiffs allege the Defendants’ negligence caused contamination from TCE and PCE to be present in and around properties in the Settlement Class Areas, negatively affecting the value of those properties and the owners’ use and enjoyment of them.

Old Carco, Behr, and Aramark each deny the claims alleged against them. Old Carco, Behr, and Aramark maintain that the alleged contamination originates, at least in whole or in part, from other sources, and that they undertook reasonable investigation and remediation efforts.

You can read the most up-to-date versions of Plaintiffs’ Complaint (the Third Master Amended Complaint) and Defendants’ Answers at www.mccookfieldclassaction.com.

3. Has the Court decided who is right?

Neither the Court nor a jury has decided whether Old Carco, Behr, Aramark, and/or the Plaintiffs are correct. By preliminarily approving this Settlement Agreement, the Court is not suggesting that the Plaintiffs would win or lose this case.

4. Is there any money available now?

Not yet, but there will be if this Proposed Settlement receives final approval from the Court. If this Proposed Settlement is approved, each property will be assigned an equal share of the Net Settlement Fund, to be divided among the owners of each parcel in the Settlement Class Areas based on each owner’s length of ownership from April 1, 2006, to September 15, 2023. The Net Settlement Fund consists of the gross Settlement Fund of \$9,000,000 minus (a) attorneys’ fees and expenses for the attorneys representing the class (“Class Counsel”), to be approved by the Court (b) service awards paid to the four named Plaintiffs, in an amount not to exceed \$10,000 each, to be approved by the Court; and (c) Claims Administration Expenses by the Court-approved Claims Administrator, RG/2 Claims, which is facilitating the Settlement Process.

Class Counsel *estimates* that, if the Court approves projected attorney’s fees and litigation expenses, service awards, and Claims Administration Expenses, a class member who was the sole owner of a property throughout the entire Class Period (i.e., from April 1, 2006 to September 15, 2023) would receive approximately \$7,000. Class Members who owned the property for only part of the Class Period, would receive less, based on their length and share of ownership. Class Members who co-own, such as with a spouse, will receive the settlement check jointly.

YOUR LEGAL RIGHTS AND OPTIONS

5. How do I make a claim to receive a share in the settlement money?

TO RECEIVE A SHARE: You must mail a valid Claim Form, and include appropriate documentation of property ownership, if needed, to the Claims Administrator (RG/2 Claims) by January 2, 2024 to be entitled to any share of the Settlement Funds. The address to mail the Claim Form is: *In re Behr Dayton Thermal Products LLC*, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479. A Claim Form is available at www.mccookfieldclassaction.com.

It is possible that even if you file a claim, additional information will be requested from you and/or that your claim could be denied. If you remain in this lawsuit and the Proposed Settlement is finally approved, then you will be bound by all orders of the Court regarding this Proposed Settlement and the Settlement Agreement and you will forever release claims against the Defendants.

6. How do I ask the Court to exclude me from the settlement?

To exclude yourself or “opt out of” this Proposed Settlement, you must mail a signed letter to the Claims Administrator, RG/2 Claims Administration LLC, that includes the following:

- Your name and address.
- The names and current addresses of any co-owners of land you own or owned
- Identify yourself as being in one or both of the Settlement Classes.
- A statement saying that you want to be excluded from the Proposed Settlement,
- The address or addresses of the property or properties at issue.
- Your signature.

You must mail your exclusion request, postmarked no later than **December 4, 2023** to: *In re Behr Dayton Thermal Products LLC* Exclusions, RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

If you exclude yourself from this Proposed Settlement, you will not benefit from (or be bound by) this Proposed Settlement, will not be able to make a claim for any part of the Settlement Funds, and will have to bring your own lawsuit to recover any compensation from the Defendants.

7. Why would I ask to be excluded?

If you already have your own lawyer and lawsuit related to vapor intrusion against Old Carco, Behr, and/or Aramark, and you want to continue with it without the benefits of the Settlement Agreement as binding on you, then you must ask to be excluded by the December 4, 2023 deadline for doing so. If you exclude yourself—which is sometimes called “opting-out”— you will not benefit in any way from the Settlement Agreement and will lose any right to any compensation provided for in the Settlement Agreement. However, you may then be able to sue or continue to sue Old Carco, Behr,

and/or Aramark without being bound by the Settlement Agreement. If you exclude yourself, you will not be legally bound by the judgments in this action.

If you start your own lawsuit against Old Carco, Behr, and/or Aramark after you exclude yourself, you will have to hire your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so that you can start or continue your own lawsuit against Old Carco, Behr, and/or Aramark, then you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations, or other defenses, which will forever bar your claim.

8. What happens if I do not file a Claim Form and I do not exclude myself from the settlement?

You must mail a Claim Form to be entitled to compensation under the Settlement Agreement by **January 2, 2024**, or ask to be excluded from this Settlement Agreement and receive no compensation by **December 4, 2023**.

If you do not file a Claim Form or follow the procedure to be excluded and the Proposed Settlement is finally approved, then you will be bound by all orders of the Court regarding this Proposed Settlement and the Settlement Agreement and you will forever release and forfeit any rights you may have to make a claim for claims in this lawsuit. You will be forever barred from seeking a claim for monetary damages or other relief against the Defendants.

9. How do I object to the settlement?

You may elect to remain in the Settlement Class and object to the Proposed Settlement and/or the Settlement Agreement, in writing and in person. Any objection and request to be heard at the January 22, 2024 hearing, must be submitted to the Court and postmarked on or before **December 4, 2023**. Any such written objection must set forth the basis for your objection or the nature of your request and it must be mailed to all of the following and postmarked by the deadline:

To the Court:

Hon. Walter H. Rice
Walter H. Rice Federal Building and U.S. Courthouse
200 W. 2nd St.
Dayton, OH 45402.

To Plaintiffs/Class Members:

JANET, JANET & SUGGS, LLC
Howard A. Janet
Patrick A. Thronson
4 Reservoir Circle, Suite 200
Baltimore, Maryland 21208
Facsimile: (410) 653-9030

Email: hjanet@myadvocates.com
Email: pthronson@jjsjustice.com

BRANNON & ASSOCIATES
Douglas D. Brannon
130 West Second Street, Suite 900
Dayton, Ohio 45402
Facsimile: (937) 228-8475
Email: dougbrannon@branlaw.com

NATIONAL LEGAL SCHOLARS LAW FIRM, P.C.
Ned Miltenberg
5410 Mohican Road, Suite 200
Bethesda, Maryland 20816-2162
Email: NedMiltenberg@gmail.com

GERMAN RUBENSTEIN LLP
Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036
Facsimile: (212) 704-2020
Email: sgerman@germanrubenstein.com
Email: jrubenstein@germanrubenstein.com

To Old Carvo, LLC:

THOMPSON COBURN LLP
Edward A. Cohen
J. David Duffy
One US Bank Plaza
St. Louis, Missouri 63101
Facsimile: (314) 552-7000
Email: ecohen@thompsoncoburn.com
Email: dduffy@thompsoncoburn.com

To Aramark Uniform & Career Apparel, LLC:

LOWENSTEIN SANDLER LLP
Michael D. Lichtenstein
One Lowenstein Drive
Roseland, New Jersey 07068
Facsimile: 973.597.2409
Email: mlichtenstein@lowenstein.com

To MAHLE Bebr USA, Inc. and MAHLE Bebr Dayton, LLC

HONIGMAN LLP
Khalilah V. Spencer
Raechel T.X. Conyers
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506
Facsimile: (313) 465-7655
Email: kspencer@honigman.com
Email: rconyers@honigman.com

Regardless of whether you object to the Settlement Agreement, you must mail a Claim Form to RG/2 Claims Administration at the address above by **January 2, 2024** if you wish to be eligible to receive a portion of the Settlement Fund.

10. Do I have a lawyer in this case?

If you do not ask to be excluded, then in all proceedings pertaining to the Settlement Agreement, you are represented by Class Counsel: Douglas D. Brannon of Brannon & Associates, Dayton, Ohio; Howard A. Janet of Janet, Janet & Suggs, LLC, Baltimore, Maryland; Kenneth M. Suggs of Janet, Janet & Suggs, LLC, Columbia, South Carolina; Patrick A. Thronson, of Janet, Janet & Suggs, LLC, Baltimore, Maryland; and Steven J. German and Joel M. Rubenstein of German Rubenstein LLP, New York, New York. More information about these law firms, their practices, and their lawyers' experience is available at www.branlaw.com; www.jjsjustice.com; and www.germanrubstein.com.

If you remain in the case and do not ask to be excluded, you will *not* have to separately pay for Class Counsel's representation of you. The attorney's fees and costs that Class Counsel have incurred in litigating this case since 2008 are to be paid out of the \$9,000,000 Settlement Fund; but, the Court must approve any attorney's fees and expenses before Class Counsel receives any portion of the \$9,000,000 Settlement Fund. Details about the amount of the fees and reimbursement for costs that Plaintiffs' Counsel are seeking can be found at www.mccookfieldclassaction.com.

11. Should I get my own lawyer?

Class Counsel is working on your behalf with respect to the settlement and the Settlement Agreement. You have the right, but not the obligation, to select another lawyer to provide you with additional representation in this proceeding, to raise objections to the proposed Settlement Agreement, or to file your own lawsuit if you choose not to receive any compensation under the Settlement Agreement.

GETTING MORE INFORMATION

12. Are more details available?

Yes. Visit the website, www.mccookfieldclassaction.com, where you will find the Settlement Agreement; Class Counsel's Motion for Attorney's Fees and Expenses; the Plaintiffs' Complaint; the Defendants' Answers; and additional pleadings. You may also speak to one of the lawyers by calling (410) 653-3200 or writing to Janet, Janet & Suggs, LLC, Executive Centre at Hooks Lane, 4 Reservoir Circle, Suite 200, Baltimore, Maryland 21208.

Do not contact the Court directly about this lawsuit or this Notice.

IN RE BEHR DAYTON THERMAL PRODUCTS, LLC,
CASE NO: 3:08-CV-0326-WHR

CLAIM FORM

INTRODUCTION

To be eligible to receive a portion of the \$9 million proposed settlement described in the Notice of Proposed Settlement, you must submit this Claim Form, along with any supporting documentation that may be required, to the Court-appointed Claims Administrator, RG/2 Claims Administration LLC. The Claim Form and documentation must be postmarked on or before **January 2, 2024** to be considered. Your Claim Form and required supporting documentation must be mailed to:

In Re Behr Dayton Thermal Products, LLC, Class Action Settlement Administrator
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Additional contact information for the Settlement Administrator follows:

Phone: (866) 742-4955
Web: www.rg2claims.com
Settlement Website: www.mccookfieldclassaction.com
Email: mccookfieldclassaction@rg2claims.com

You may contact the Claims Administrator toll-free at 1-866-742-4955 to determine whether you are eligible and to receive assistance with completing the Claim Form.

You must sign this Claim Form on the signature line at the bottom of the last page to be eligible to receive your share of the settlement.

The summary below provides examples of the estimated benefit to be allocated to a parcel of property and distributed as explained below among the current and former property owners.

If this settlement is approved, each property will be assigned an equal share of the Net Settlement Fund, to be divided among the owners of each parcel in the Settlement Class Area based on each owner's length of ownership from April 1, 2006 to September 15, 2023, the date of the filing of the motion for preliminary approval of this settlement. The Net Settlement Fund consists of the gross Settlement Fund of \$9,000,000 minus (a) attorneys' fees and expenses for the attorneys representing the class ("Class Counsel"), to be approved by the Court (b) service awards paid to the four named Plaintiffs, in an amount not to exceed \$10,000 each, to be approved by the Court; and (c) claims administration expenses by the Court-approved Claims Administrator, RG/2 Claims, which is facilitating the Settlement Process.

The attorneys for the Plaintiffs *estimate* that, if the Court approves projected attorney's fees and litigation expenses, service awards, and claims administration expenses, a class member who was the sole owner of a property throughout the entire Class Period (i.e., from April 1, 2006 to September 15, 2023) would receive approximately \$7,000. The final amount may be different. Class Members who co-own a property, or owned the property for only part of the Class Period, will receive less, based on their length of ownership.

IN RE BEHR DAYTON THERMAL PRODUCTS, LLC,
CASE NO: 3:08-CV-0326-WHR

CLAIM FORM

INSTRUCTIONS

1. You may fill out this form yourself. You do not need a lawyer or attorney.
2. A separate Claim Form must be filled out for each parcel you own.
3. To be eligible for payment under the settlement, your completed Claim Form must be **postmarked on or before January 2, 2024.**
4. Send completed Claim Forms to the address listed at the bottom of each page.
5. Please submit photocopies of documents in support of your claim, if needed. Please **do not send** original documents, as they will not be returned to you.
6. Remember to sign the last page of this Claim Form; unsigned forms will not be processed.
7. Any settlement benefits you receive may be taxable. You should consult with your tax advisor as to how you may be impacted.
8. We recommend that you keep a copy of the completed form for your records.
9. If you have any questions, please call the Claims Administrator, toll-free, at 1-866-742-4955.

Section 1 - Claimant Contact Information

Complete the following for each claim.

Name and Current Address: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
--

Email Address: _____

(_____) _____ - _____
(Phone Number)

Claimant Type. Please mark the box that best applies to you:

- I am the current sole owner of the parcel identified in Section 2 below.
- I am a current joint owner (such as husband and wife) of the parcel identified in Section 2 below and am filing a joint claim for the parcel with my co-owner. If there are more than two joint owners, please submit additional Claim Forms.
- I am a current joint owner of the parcel identified below in Section 2, but am only filing on my behalf.
- I am filing a claim as agent for a beneficial owner or on behalf of the estate of a deceased owner of the parcel identified below in Section 2 (see Section 3 for documentation requirements).
- I am a former sole owner of the parcel identified in Section 2 below.
- I am a former joint owner of the parcel identified in Section 2 below and am filing a joint claim for the parcel with my co-owner. If there are more than two joint owners, please submit

additional Claim Forms.

- I am a former joint owner of the parcel identified below in Section 2, but am only filing on my behalf.

Section 2A - Property Information Completed by Settlement Administrator

The following information about the real property for which you are making this claim was derived from public records. To be eligible to participate in the settlement, the property must be or have been owned by you at some point in time between April 1, 2006 and September 15, 2023.

NAME(S) AS IT APPEARS ON DEED:

PARCEL LOCATION ADDRESS:

CITY: DAYTON STATE: OH

PARCEL NO.: _____

Section 2B - Property Information Confirmed By Claimant

Is the Deed Information stated in Section 2A, above, correct? Yes No (Circle one)

If the Deed Information stated in Section 2A, above, is NOT correct, please provide the name as it appears on the deed and provide proof of ownership. (See Section 3 for documentation requirements.)

CORRECT OWNER NAME (IF DIFFERENT FROM SECTION 2A ABOVE):

Ownership Period. When did you own the property identified in Section 2A, above?

From _____ to _____ (State Day, Month and Year, if known)
(Possible example: April 1, 2006 to Current. Another possible example: April 1, 2006 to April 1, 2010.)

Land Use. Please mark the box that best describes the use of the property for which you are making this claim:

- Residential (including owner-occupied or landlord leased to renter)
- Commercial
- Nonprofit
- Other (_____)

EXHIBIT D

NOTICE OF CLASS ACTION SETTLEMENT

If, on or after April 1, 2006, you owned property in the McCook Field neighborhood of Dayton, Ohio, where vapor intrusion from groundwater contamination is alleged to have occurred (the “Class Area”), the class-action lawsuit identified above may affect your rights. A negotiated settlement of \$9,000,000 has been preliminarily approved and you may be eligible to receive a share of the settlement. You have a decision to make now:

FILE A CLAIM FOR SETTLEMENT FUNDS:

You can file a Claim Form and proof of ownership to obtain a portion of the net settlement funds. **Your Claim Form must be mailed to the address below and postmarked by January 2, 2024 to be considered.** Each property within the Class Area will receive an equal share of the net settlement funds. Your share will depend on the length of your ownership and the number of other owners. You can choose to be represented by the Plaintiffs’ lawyers, who currently represent the entire class, or you can hire another lawyer who has not been involved in the litigation. You can also object to the terms of the settlement. **But you MUST file a Claim Form by the deadline to receive a share in the settlement funds.**

OR, ASK TO BE EXCLUDED:

If you ask to be excluded from the lawsuit, you will lose your claim to share in the proposed \$9,000,000 class settlement, but you will not be bound by the terms of the settlement. You will have to bring your own lawsuit and prove your case. If you want to be excluded from this lawsuit, download, print, complete, and return the Exclusion Request Form found on the case website **before December 4, 2023**, to:

**In re Behr Administrator Exclusions
c/o RG/2 Claims Administration LLC
P.O Box 59479
Philadelphia, PA 19102-9479**

If you fail to file a claim form *or* ask to be excluded, and the settlement is given final approval by the Court, any settlement share you may have been entitled to receive will be forfeited and released and you will be forever barred from filing any claim based upon the claims being settled. **You must act on or before the Claim Form deadline of January 2, 2024 to avoid being barred; that is, you must either make a claim to a share of the settlement by January 2, 2024 or ask to be excluded by December 4, 2023!**

Please visit: www.mccookfieldclassaction.com for more information.

EXHIBIT E

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In Re Behr Dayton Thermal Products, LLC
United States District Court for the Southern District of Ohio
Western Division at Dayton
Case No. 3:08-cv-00326-WHR

If, on or after April 1, 2006, you owned property in a portion of the McCook Field neighborhood in Dayton, Ohio, a pending Settlement Agreement may entitle you to compensation and affect your legal rights.

- In 2008, several residents of the McCook Field neighborhood of Dayton filed a class-action lawsuit against Chrysler LLC, now known as Old Carco LLC (“Old Carco”), Behr Dayton Thermal Products LLC and Behr America, Inc., now known, respectively, as MAHLE Behr Dayton LLC and MAHLE Behr USA, Inc. (collectively “Behr”), and Aramark Uniform & Career Apparel, LLC (“Aramark”). These residents alleged that they had experienced vapor intrusion from underground plumes of chemical contamination. The lawsuit is pending in the United States District Court of the Southern District of Ohio and presided over by the Honorable Walter E. Rice, U.S.D.J., in Dayton, Ohio.
- Old Carco, Behr or Aramark deny the claims asserted against them and deny that they did anything wrong and no trial has been held to resolve any of the claims.
- Instead of going through a trial, the parties have preliminarily agreed to settle this case for a total of **\$9,000,000** (nine million dollars), as further detailed in the **Settlement Agreement** (pdf/Exhibit_6-BehrClassActionSettlementAgreement_09152023.pdf) (the “Proposed Settlement”), with a portion of this sum to be divided between the owners of the allegedly impacted properties.
- This Settlement Agreement, if given final approval by the Court, will provide monetary compensation to any person who owned residential, commercial, or tax-exempt real property in one of the two shaded areas on the **Class Area map** (pdf/Behr_ClassAreasMap.pdf) (“Settlement Class A Area” or “Settlement Class B Area”) on or after April 1, 2006. The Court has given this Settlement Agreement preliminary approval.

- Your legal rights may be affected by this Settlement Agreement. **There is a deadline for you to act and you have a choice to make now!**

1 You can find general information on vapor intrusion at <https://www.epa.gov/vaporintrusion/what-vapor-intrusion> (https://www.epa.gov/vaporintrusion/what-vapor-intrusion). You can find information about the alleged plumes at https://response.epa.gov/site/site_profile.aspx?site_id=5302 (https://response.epa.gov/site/site_profile.aspx?site_id=5302).

YOUR LEGAL RIGHTS AND OPTIONS

ACTION	EXPLANATION
FILE A CLAIM FORM BY JANUARY 2, 2024.	<p>Stay in this lawsuit. File a Claim Form (pdf/FINAL_Behr_Claim_Form.pdf) to receive monetary compensation. Give up certain rights.</p> <p>If you submit a valid Claim Form, and documentation, if necessary, by the deadline and the Proposed Settlement receives final approval, you will receive a share of the Settlement Fund as provided for in the Settlement Agreement. You MUST submit a Claim Form by the deadline to receive a share of the settlement funds.</p>
ASK TO BE EXCLUDED BY DECEMBER 4, 2023.	<p>Get out of this lawsuit and get no benefits from it. Keep rights.</p> <p>If you ask to be excluded from the lawsuit, you will not be bound by this Settlement Agreement. And you will NOT receive a share of the settlement money. To try to get money from the Defendants, you will have to bring your own lawsuit and prove and prevail in your entire case.</p>

<p>OBJECT BY DECEMBER 4, 2023.</p>	<p>Stay in this lawsuit. Object to the Proposed Settlement AND File a Claim Form to receive monetary compensation.</p> <p>Write to the Court setting forth the reasons why you do not like the Proposed Settlement as provided in the manner below. But you MUST still file a Claim Form by the deadline to be eligible to receive a share of the Settlement Funds.</p>
<p>FAIL TO TIMELY FILE A CLAIM FORM OR ASK TO BE EXCLUDED BY DEADLINE</p>	<p>Take no action. Forfeit rights. Receive no money.</p> <p>If you fail to timely file a Claim Form and if you fail to ask to be excluded, YOU WILL BE BOUND BY ALL OF THE COURT'S DETERMINATIONS and you will NOT receive a share of the Settlement Funds; and you will forfeit your rights to ever bring a claim.</p>
<p>ATTEND A HEARING ON JANUARY 22, 2024.</p>	<p>Stay in this lawsuit. Be heard by the Court AND File a Claim Form to receive monetary compensation.</p> <p>Ask to speak to the Court about the fairness of the Settlement if you file a request to do so by December 4, 2023 (referred to as the "Fairness Hearing" or "Final Approval Hearing"). But you MUST still file a Claim Form by the deadline to be eligible to receive a share of the settlement funds.</p> <p>(The date and time of the Final Approval Hearing is subject to change by Court Order and without further notice to the Class. This hearing may proceed by video conference if so indicated on the Court's Electronic Filing System.)</p>

Your options are explained in the **notice** (pdf/FINAL_Behr_Class_Notice.pdf). To ask to be excluded, you must request to be excluded before December 4, 2023 or you will be bound by this Settlement Agreement.

Do not contact the Court directly about this lawsuit or this Notice.

© 2024

EXHIBIT F

J|J|S
Janet, Janet & Suggs, LLC
Attorneys at Law

Howard A. Janet, P.C.¹ | Kenneth M. Suggs^{2,12} | Adam P. Janet^{1,3,6} ✪
Giles H. Manley, M.D.¹ | Gerald D. Jowers, Jr.² | Patrick A. Thronson^{1,6,7,12} | Andrew S. Janet^{1,4,6,10}
Matthew M. White^{1,2,3,5,9} | Stephen C. Rigg¹ | Adina Katz^{1,3} | Tara Eberly^{1,3} | Rita M. Gribko¹¹

OF COUNSEL

Richard M. Serbin^{4,9,12} | John C. Hensley, Jr.⁹ | Steven J. German^{3,10,11} | Joel M. Rubenstein^{10,11}
Frederick W. James⁸ | Brian D. Ketterer⁴ | Justin A. Browne¹

IN MEMORIAM

✪ Adam P. Janet, Esq. | 1989-2019

November 27, 2023

«FirstName» «MiddleName» «LastName» «Suffix»
«Street» «Street2»
«City», «State» «Zip»

Dear «FirstName» «MiddleName» «LastName» «Suffix»:

We hope this finds you well. This letter is sent on behalf of the law firms of Brannon and Associates, German Rubenstein, Janet, Janet, and Suggs, and National Legal Scholars, which represent you and other class members in a class action lawsuit filed against MAHLE Behr Dayton Thermal Products (and its parent company), Aramark Uniform and Career Apparel, and Old Carco, LLC (formerly known as Chrysler).

You should recently have received a notice of a proposed settlement of this lawsuit. If you have not already done so, please submit your signed claim form by January 2, 2024 to be eligible for a share of the proceeds of the settlement.

There may be some confusion about whether this settlement covers any claims for bodily injury. It does not. Paragraph 34 of the Settlement Agreement specifically excludes claims for bodily injury. It states, “Bodily injury and medical monitoring claims, if any, are not Released Claims.” You can read the Settlement Agreement at <https://tinyurl.com/54xtz9mx>. Documents pertaining to the proposed settlement and your rights are available at www.mccookfieldclassaction.com

Please note that this letter is not legal advice on whether you have a bodily injury claim. By this letter, we are not indicating one way or the other whether you have a bodily injury claim. At this time, the Court has appointed us class counsel to represent you solely as to the property damage claims that are part of the class action settlement discussed above. Bodily injury claims are not within the scope of this representation.

Please contact us at (410) 653-3200 or pthronson@jjsjustice.com should you have any questions. Thank you very much for your time.

Best regards,



Patrick A. Thronson
Janet, Janet & Suggs, LLC

MARYLAND OFFICE

Executive Centre at Hooks Lane
4 Reservoir Circle, Suite 200 | Baltimore, Maryland 21208
410-653-3200 | Fax 410-653-9030 | 1-877-692-3862
info@JJSjustice.com | JJSjustice.com

BAR MEMBERSHIPS

¹Maryland | ²South Carolina | ³District of Columbia
⁴Pennsylvania | ⁵Virginia | ⁶Minnesota | ⁷Illinois | ⁸Iowa
⁹North Carolina | ¹⁰New York | ¹¹New Jersey | ¹²US Supreme Court

EXHIBIT G

NOV 29 2023

REQUEST FOR EXCLUSION FROM CLASS (“OPT-OUT”) FORM

In re Behr Dayton Thermal Products, LLC
United States District Court for the Southern District of Ohio, Western Division at Dayton
Case No. 03:08-cv-00326 (WHR)

YOU MUST COMPLETE THIS FORM IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT

By signing and returning this form, I confirm that I do not want to be included in the Settlement of the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments under the Settlement of the class action lawsuit referenced above.

By opting out, I understand that I retain any existing right to file my own individual lawsuit against Behr Dayton Thermal Products LLC, Behr America, Inc., MAHLE Behr Dayton LLC, MAHLE Behr USA, Inc., Old Carco, LLC, formerly known as Chrysler, LLC, and Aramark Uniform & Career Apparel, LLC.

By providing the following information, I affirm that I want to opt-out of this class and the Settlement of the class action lawsuit referenced above:

WARGHOUSE	INVESTORS,	LLC
First Name	Middle Initial	Last Name

1200 LEO ST.	DAYTON	OH	45404
Address of Property at Issue	City	State	Zip

C/O Hookwood Properties Incorporated	8160 CORPORATE PARK DR	STE 220	CINCINNATI, OH 45242
Current Address (If Different than above)	City	State	Zip

	513-469-6580
Home Phone Number	Work/Other Phone Number

Co-Owner Name (if any): First Name	Middle Initial	Last Name

Co-Owner Address (if any):	City	State	Zip

Mail to: In re Behr Dayton Thermal Products LLC Exclusions
 RG/2 Claims Administration LLC, PO Box 59479, Philadelphia, PA 19102-9479

Deadline: MUST BE POSTMARKED ON OR BEFORE: December 4, 2023

Mark the Settlement Class Area* that the above "Property at Issue" is in:

Settlement Class A Area

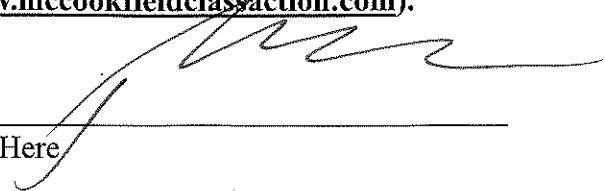
Settlement Class B Area

Both Settlement Class Areas

*The map of the class areas can be found in the Notice of Proposed Class Action Settlement And Your Rights that was mailed to you and on the class website:

(www.mccookfieldclassaction.com).

Sign Here



Date

1/20/23

Mail to: In re Behr Dayton Thermal Products LLC Exclusions
RG/2 Claims Administration LLC, PO Box 59479, Philadelphia, PA 19102-9479
Deadline: MUST BE POSTMARKED ON OR BEFORE: December 4, 2023

PME 2-Day
WEST CHESTER, OH 45069
NOV 22, 2023

IS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL



19102

\$28.75

RDC 07

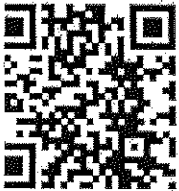
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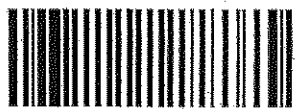
RATE SLOPE

■ ANY WEIGHT

Free Package Pickup,
Scan the QR code.



USPS.COM/PICKUP

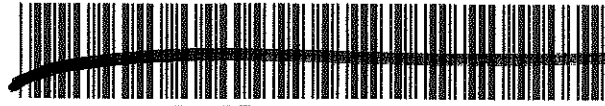


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EP13F July 2022
OD: 12 1/2 x 9 1/2



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CUSTOMER USE ONLY

FROM: (PLEASE PRINT) **PHONE:** ()

Brookwood Properties
8160 CORPORATE PARK STE 220
CINCINNATI, OH 45242

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

No Saturday Delivery (delivered next business day)

Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) **PHONE:** ()

IN RE BEHR DAYTON THERMAL PRODUCTS, LLC
R012 CLAIMS ADMINISTRATION, LLC
PO BOX 59479
PHILADELPHIA, PA 19102-9479

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PEEL FROM THIS CORNER

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No. Federal Agency Acct. No. or Postal Service™ Acct. No.

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day 2-Day Military DPO

PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage	
45069	11-22-23	\$ 28.75	
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
11-22-23	<input type="checkbox"/> 6:00 PM	\$	\$
Time Accepted	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Return Receipt Fee	Live Animal Transportation Fee
5:45		\$	\$
Special Handling/Fragile	Sunday/Holiday Premium Fee	Total Postage & Fees	
\$ 0	\$ 0	\$ 28.75	
Weight	Acceptance Employee Initials		
<input checked="" type="checkbox"/> Flat Rate	C-02		
lbs. ozs.			

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	

LABEL 11-B, MAY 2021

PSN 7690-02-000-9996



UNITED STATES POSTAL SERVICE

Hohman Plating and Mfg., LLC

814 Hillrose Ave.
Dayton, OH 45404

DEC 07 2023

November 29, 2023

VIA U.S. MAIL

Claims Administrator
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Re: In re Behr Dayton Thermal Products LLC, Case No. 3:08-CV-00326
Settlement Exclusion Request

To Whom It May Concern,

Hohman Plating and Mfg., LLC ("Hohman Plating and Mfg."), with a mailing address of 814 Hillrose Avenue, Dayton, Ohio 45404-1132, requests to be excluded from the above-referenced Proposed Class Action Settlement (Case No. 03:08-cv-00326 (WHR)). Hohman Plating and Mfg. owns property located within the area identified as Settlement Class A, as referenced in the Notice of Proposed Settlement. This letter serves as Hohman Plating and Mfg.'s request to be excluded from the Proposed Settlement in the above-referenced action.

The addresses of properties owned by Hohman Plating and Mfg. at issue are as follows:

1. Webster Street (Parcel ID R72 05704 0126)
2. 813 Leo Street (Parcel ID R72 05704 0129)
3. 814 Hillrose Avenue (Parcel ID R72 05704 0164)

Best regards,



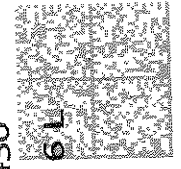
William T. Miller
Hohman Plating and Mfg., LLC



814 Hillrose Avenue
Dayton, Ohio 45404

COLUMBUS OH 430

1 DEC 2023 PM 6 L



US POSTAGE PAID PITNEY BOWES

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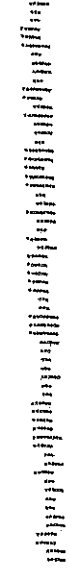
Claims Administrator

R6/2 Claims Administration LLC

PO Box 594779

Philadelphia, PA 19102-9479

19102-947979



DEC 07 2023

REQUEST FOR EXCLUSION FROM CLASS ("OPT-OUT") FORM

In re Behr Dayton Thermal Products, LLC
United States District Court for the Southern District of Ohio, Western Division at Dayton
Case No. 03:08-cv-00326 (WHR)

YOU MUST COMPLETE THIS FORM IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT

By signing and returning this form, I confirm that I do not want to be included in the Settlement of the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments under the Settlement of the class action lawsuit referenced above.

By opting out, I understand that I retain any existing right to file my own individual lawsuit against Behr Dayton Thermal Products LLC, Behr America, Inc., MAHLE Behr Dayton LLC, MAHLE Behr USA, Inc., Old Carco, LLC, formerly known as Chrysler, LLC, and Aramark Uniform & Career Apparel, LLC.

By providing the following information, I affirm that I want to opt-out of this class and the Settlement of the class action lawsuit referenced above:

GDS PROPERTY HOLDINGS, LLC (GREATER DAYTON SCHOOL)
First Name Middle Initial Last Name

Former Name (if any): First Name Middle Initial Last Name

171 DEEDS PARK DRIVE DAYTON OH 45404
Address of Property at Issue City State Zip

Current Address (If Different than above) City State Zip

937-800-1234 937-434-3095
Home Phone Number Work/Other Phone Number

Co-Owner Name (if any): First Name Middle Initial Last Name

Co-Owner Address (if any): City State Zip

Mail to: In re Behr Dayton Thermal Products LLC Exclusions
RG/2 Claims Administration LLC, PO Box 59479, Philadelphia, PA 19102-9479
Deadline: MUST BE POSTMARKED ON OR BEFORE: December 4, 2023

Mark the Settlement Class Area* that the above "Property at Issue" is in:

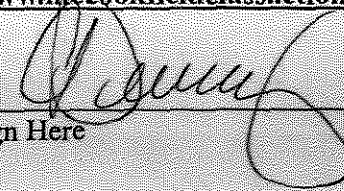
Settlement Class A Area _____

Settlement Class B Area X

Both Settlement Class Areas _____

*The map of the class areas can be found in the Notice of Proposed Class Action Settlement And Your Rights that was mailed to you and on the class website: (www.mccookfieldclassaction.com).

Sign Here



Date

11/28/2023

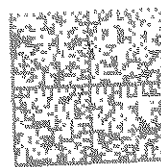
Mail to: In re Behr Dayton Thermal Products LLC Exclusions
RG/2 Claims Administration LLC, PO Box 59479, Philadelphia, PA 19102-9479
Deadline: MUST BE POSTMARKED ON OR BEFORE: December 4, 2023

THE CONNOR GROUP
A REAL ESTATE INVESTMENT FIRM

10510 Springboro Pike
Miamisburg, OH 45342

B. Luttrell

FIRST-CLASS



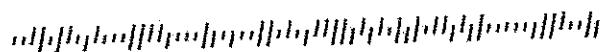
US POSTAGE PAID BY PITNEY BOWES



ZIP 45342 \$ 000.63⁰
02 7W
0008029490 NOV 30 2023

RG/2 Claims Administration LLC
In re Behr Dayton Thermal Products LLC Exclusions
P.O. Box 59479
Philadelphia, PA 19102-9479

1910289479 8115



IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

IN RE BEHR DAYTON THERMAL : CASE NO. 3:08-cv-00326-WHR
PRODUCTS, LLC : (Judge Walter H. Rice)
:

ORDER AND FINAL JUDGMENT APPROVING CLASS-ACTION SETTLEMENT

WHEREAS, the Parties in the above-captioned class action (the “Action”)—Plaintiffs Deborah Needham and Linda Russell, individually and on behalf of Settlement Class A, and Plaintiffs Terry Martin and Nancy Smith, individually and on behalf of Settlement Class B (collectively hereinafter, “Plaintiffs”); along with Defendants Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant; MAHLE Behr Dayton LLC and MAHLE Behr USA, Inc. (collectively “MAHLE Behr Defendants”); and Aramark Uniform & Career Apparel, LLC now known as Vestis Services, LLC (collectively hereinafter, “Defendants”)—entered into a Class Action Settlement Agreement (the “Settlement Agreement”),¹ as of August 28, 2023;

WHEREAS, Plaintiffs and Defendants (collectively “the Parties”) in the Action moved under Federal Rule of Civil Procedure 23(b) for an order certifying the class for settlement purposes, and under Rule 23(e) for an order preliminarily approving the proposed settlement of the Settlement Class Members’ claims in accordance with the Settlement Agreement and approving the form and plan of notice as set forth in the Settlement Agreement (Doc. 477);

¹ Terms capitalized herein shall have the meanings ascribed to them in the Settlement Agreement unless expressly defined otherwise herein. (Doc. 477-2).

WHEREAS, in its Order entered on October 2, 2023 (the “Preliminary Approval Order”) (Doc. 480), the Court provisionally ordered that this Action may be settled as a class action on behalf of the following settlement classes (collectively the “Settlement Class”):

- a. “Settlement Class A” means Persons who, at any time during the Class Ownership Period, owned or own real property located within the area identified as “Class A” on the attached map. This corresponds to the area geographically depicted by the yellow shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (Doc. No. 242-1), which is attached as Exhibit F to the Settlement Agreement.
- b. “Settlement Class B” means Persons who, at any time during the Class Ownership Period, owned or own real property located within the area identified as “Class B” on the attached map. This corresponds to the area geographically depicted by the red shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (Doc. No. 242-1), which is attached as Exhibit F to the Settlement Agreement;

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to potential members of the Settlement Classes and directed that appropriate notice of the Settlement be given to potential members of the Settlement Classes;

WHEREAS, consistent with the Settlement Agreement and the Preliminary Approval Order, (1) the Claims Administrator timely caused to be mailed to potential members of the Settlement Classes the Notice of Proposed Class Action Settlement and Your Rights (“Notice), caused to be published the Notice of Proposed Class Action Settlement (“Publication Notice”), and published a copy of the Notice on a website maintained by the Claims Administrator; (2) a declaration of the Claims Administrator regarding mailing of the notice of proposed settlement and processing of claim and release forms and exclusion requests was filed with the Court prior to the Fairness Hearing; and (3) said Declaration demonstrates compliance with the Preliminary Approval Order with respect to the Notice and the Publication Notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order, prior to December 4, 2023, Defendants established and funded an escrow account at a federally chartered bank in the amount of Nine Million Dollars (\$9,000,000.00) as the Settlement Fund;

WHEREAS, the Court has not made any finding that any Defendant is liable for the conduct alleged by Plaintiffs. Each Defendant expressly denies any wrongdoing whatsoever, denies the allegations in the operative Complaint, and denies Plaintiffs' right to prevail on any claims in the operative Complaint. Plaintiffs maintain the allegations of wrongdoing pled in the operative Complaint;

WHEREAS, no Class Member has objected to the Settlement Agreement;

WHEREAS, as set forth on the attached Exhibit 1, only three Persons have elected to exclude themselves from the Settlement Agreement;

WHEREAS, on January 22, 2023, at 1:30 p.m., this Court held a hearing to determine whether the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Members (the "Fairness Hearing"); and

WHEREAS, based upon the foregoing, having heard the statements of counsel for the Parties and of such persons as chose to appear at the Fairness Hearing; having considered all of the files, records, and proceedings in the Action, the benefits to the Class Members under the Settlement Agreement, and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Court has subject-matter jurisdiction over the subject matter of the Action, and personal jurisdiction over the Plaintiffs, the Class Members, and Defendants.

2. The Settlement Class Representatives and their counsel fairly and adequately represent the interests of the Class Members in connection with the Settlement Agreement.

3. The Settlement Agreement is the product of good-faith, arm's-length negotiations between the Plaintiffs and their counsel, and Defendants and their counsel, with the assistance of an experienced mediator, and Plaintiffs and Defendants were represented by capable and experienced counsel.

4. The form, content, and method of dissemination of the notice given to potential members of the Settlement Classes, including both published notice and individual notice to all potential members of the Settlement Classes who could be identified through reasonable effort, were adequate and reasonable, and constituted the best notice practicable under the circumstances.

5. The notice to the Settlement Class, as given, met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of this Court, and constituted due and sufficient notice of the matters set forth therein.

6. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Classes, and is approved in all respects.

7. The Parties are directed to consummate and perform the remaining terms and conditions of the Settlement Agreement.

8. Class Members were permitted to make claims for the benefits described in the Settlement Agreement, subject to the conditions and limitations stated herein.

9. The Court's certification in the Preliminary Approval Order (Doc. 480) of the Settlement Class, under Rules 23(b)(3) and 23(e) of the Federal Rules of Civil Procedure, is hereby confirmed.

10. On the Effective Date, the Plaintiffs and each Settlement Class Member (except for the three Persons or entities who did timely opt out of the Settlement Class and who are identified

on the attached Exhibit 1) and each of their successors, assigns, legatees and heirs, do by Order and Final Judgment of this Court, fully, finally, and forever release, remise, acquit, waive and forever discharge all Defendants and AIG Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company (the relevant insurer of nominal defendant Old Carco LLC) and its agents and affiliates including but not limited to Fortitude P&C Solutions, Inc., as authorized claims administrator for AIG Specialty Insurance Company, of and from any and all Released Claims and shall be forever enjoined from prosecuting any or all Released Claims against Defendants and their insurers. "Released Claims" means any and all manner of actions, causes of action, suits, debts, judgments, rights, demands, damages, compensation, loss of use and enjoyment of property, expenses, attorneys' fees, litigation costs, other costs, rights or claims for reimbursement of attorneys' fees, and claims of any kind or nature whatsoever, against the Defendants and their insurers arising out of the ownership of any property in the Settlement Class A or Settlement Class B areas, including, without limitation, punitive damages, in either law or equity, under any theory of common law or under any federal, state or local law, statute, regulation, ordinance, or executive order, that any Class Member ever had or may have in the future, whether directly or indirectly, that arose from the beginning of time through execution of the Settlement Agreement, whether foreseen or unforeseen, or whether known or unknown to all or any of the Parties, which have arisen or may arise out of any transaction or occurrence described in the Complaint, including but not limited to property damage, remediation costs, diminution of value to property, loss of use and enjoyment of property, fear, anxiety, annoyance, or emotional distress as a result of the alleged contamination. Bodily injury and medical monitoring claims, if any, are not Released Claims.

11. The Persons listed on Exhibit 1 to this Order and Final Judgment are the only Class Members who submitted a timely and valid request to be excluded from the Settlement Agreement and they shall not be affected by this release or any other term of this Order and Final Judgment.

12. All Class Members who have not been properly excluded from the Settlement Agreement are permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action against the Defendants in any jurisdiction based on the Released Claims and this Order and Final Judgment shall be res judicata as to all of the Released Claims.

13. Upon the Effective Date, all Settlement Class Members (whether or not they have filed a claim and regardless of whether that claim is ultimately accepted) shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based upon the Released Claims and this Order and Final Judgment shall be res judicata as to all of the Released Claims..

14. The expenses of administering the Settlement Agreement shall be paid to the Claims Administrator from the Settlement Fund in the manner set forth in the Settlement Agreement. The Settlement Administrator shall file applications with the Court seeking approval for reimbursement of Claims Administration Expenses.

15. Incentive awards to the Settlement Class Representatives in the following amount are reasonable and are approved for payment from the Settlement Fund in the manner set forth in the Settlement Agreement: \$10,000 each to Plaintiffs Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith.

16. Attorneys' fees for Settlement Class Counsel in the amount of \$3,000,000 are reasonable and are approved for payment from the Settlement Fund in the manner set forth in the Settlement Agreement.

17. Settlement Class Counsel's expenses in the amount of \$2,136,552.07 are reasonable and are approved for reimbursement in full from the Settlement Fund in the manner set forth in the Settlement Agreement.

18. Each Class Member who has submitted a timely and valid Claim Form to the Claims Administrator shall be paid the amount determined by the Claims Administrator to be awarded to that Class Member in accordance with the terms of the Settlement Agreement. The decisions of the Claims Administrator shall be final and shall only be appealable to this Court on the basis that the Claims Administrator incorrectly calculated a settlement payment under the provisions of the Settlement Agreement.

19. Of any Remaining Funds (as defined in the Settlement Agreement), the Court approves the following agreed use for the distribution of Community Funds (as defined in the Settlement Agreement) under Section IV.5.c.2 of the Settlement Agreement: a donation to Kiser Elementary School.

20. The Court hereby reserves its exclusive, general, and continuing jurisdiction over the Parties and all Settlement Class Members, as needed or appropriate to administer, supervise, implement, interpret, or enforce the Settlement Agreement in accordance with its terms, including the investment, conservation, protection of settlement funds prior to distribution, and distribution of settlement funds.

21. The Court hereby reserves its exclusive, general, and continuing jurisdiction over the "qualified settlement fund" as defined in Section 468B(d)(2) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B-1, created under the Settlement Agreement.

22. This Order and Final Judgment constitutes a final and appealable judgment and the case shall be dismissed with prejudice and with each party to bear its own costs.

Without affecting the finality of this Order and Final Judgment for purposes of appeal, the Court hereby reserves its jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Order and Final Judgment, and for any other necessary purpose.

IT IS SO ORDERED,

_____, 2024

Honorable Walter H. Rice
United States District Judge