

**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)**
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CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Plaintiffs Deborah Needham and Linda Russell, individually and on behalf of Settlement Class A defined herein; Plaintiffs Terry Martin and Nancy Smith, individually and on behalf of Settlement Class B defined herein; Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant; Aramark Uniform & Career Apparel, LLC; MAHLE Behr Dayton LLC; and MAHLE Behr USA, Inc. Subject to approval by the Court, the Parties hereby agree to the following terms in full settlement of the above-captioned Action.

I. CASE HISTORY AND PREAMBLE

1. This consolidated class action, filed by the aforementioned Plaintiffs on behalf of themselves and other similarly situated persons, alleges that residential, commercial, and tax-exempt properties in the McCook Field neighborhood of Dayton, Ohio have been contaminated because of exposure to trichloroethylene (TCE) and perchloroethylene (PCE) and related chemical contaminants. Plaintiffs alleged that this contamination has migrated through groundwater from two facilities in the McCook Field Neighborhood: (1) an automotive parts manufacturing facility located at 1600 Webster Street that was operated by Daimler Chrysler and Chrysler, LLC (predecessors in interest to nominal defendant Old Carco, LLC) from 1937–2002, and then from 2002 to the present by MAHLE Behr Dayton LLC (the “Chrysler-Behr Facility”);¹ and (2) a property located at 1200

¹ Chrysler and Behr Dayton Thermal Products, LLC (now MAHLE Behr Dayton LLC) operated the

Webster Street operated as a commercial laundry owned and operated by Aramark or its predecessors in interest (the “Aramark Facility”) (collectively, “the Facilities”). Plaintiffs further allege that, because of tortious conduct by the Defendants, PCE and TCE originating from the Facilities has infiltrated hundreds of homes and other buildings atop the overlapping plumes in the McCook Field Neighborhood through vapor intrusion, causing extensive property damage.

2. This action is the consolidation of three actions, each filed in 2008.² The first consolidated Master Class Action Complaint was filed on January 3, 2012. (ECF No. 118.) After a series of amendments to the Complaint, Plaintiffs filed a Third Amended Master Class Action Complaint (ECF No. 242) on March 4, 2015. It sought damages for injury to property and asserted causes of action for trespass, private nuisance, unjust enrichment, strict liability, negligence, negligence *per se*, battery, intentional fraudulent concealment, constructive fraud, negligent misrepresentation, and civil conspiracy.

3. In the Third Amended Master Class Action Complaint (ECF No. 242), Plaintiffs asserted claims on behalf of two classes, defined as follows:

- a. “Chrysler-Behr Class: All persons who on or after April 1, 2006 owned property located within the Chrysler-Behr Class Area, which is geographically depicted by the yellow shaded area on Exhibit 1.”
- b. “Chrysler-Behr-Aramark Class: All persons who on or after April 1, 2006 owned property located within the Chrysler-Behr-Aramark Class Area, which is geographically depicted by the red shaded area on Exhibit 1.”

Chrysler-Behr Facility pursuant to a joint venture agreement from 2002 to 2004.

² See *Martin, et al. v. Behr Dayton Thermal Products, LLC, et al.*, no. 3:08-cv-00326; *First Property Group Ltd., et al. v. Behr Dayton Thermal Products, LLC, et al.*, no. 3:08-cv-00329; *Spears, et al. v. Chrysler, LLC, et al.*, no. 3:08-cv-00331.

4. The Court certified these classes pursuant to Federal Rule of Civil Procedure 23(c)(4) for resolution of the following issues:

- (1) Each Defendant's role in creating the contamination within their respective Plumes, including their historical operations, disposal practices, and chemical usage;
- (2) Whether or not it was foreseeable to Chrysler and Aramark that their improper handling and disposal of TCE and/or PCE could cause the Behr-DTP and Aramark Plumes, respectively, and subsequent injuries;
- (3) Whether Chrysler, Behr, and/or Aramark engaged in abnormally dangerous activities for which they are strictly liable;
- (4) Whether contamination from the Chrysler-Behr Facility underlies the Chrysler-Behr and Chrysler-Behr-Aramark Class Areas;
- (5) Whether contamination from the Aramark Facility underlies the Chrysler-Behr-Aramark Class Area;
- (6) Whether Chrysler and/or Aramark's contamination, and all three Defendants' inaction, caused class members to incur the potential for vapor intrusion; and
- (7) Whether Defendants negligently failed to investigate and remediate the contamination at and flowing from their respective Facilities.

(ECF No. 274.)

5. After a lengthy period of additional discovery, an interlocutory appeal of the Court's class certification order (which was affirmed), and extensive dispositive motion practice, the Court granted summary judgment for Aramark on Issue 2; for all Defendants on Issue 3; and for Plaintiffs on Issues 4 and 5. (ECF No. 393.) Trial on the certified issues, alone, was set to begin October 31, 2022. *See* Notation Entry of October 11, 2022. The trial setting was vacated

given progress in settlement negotiations. *See* Minute Entry of October 20, 2022.

6. The Parties have engaged in protracted, arms-length, and good faith settlement negotiations with the aid of an experienced and knowledgeable mediator. This lengthy litigation has been very expensive for all parties and a trial on the certified issues would result in additional great expense given the complex factual disputes and involvement of multiple expert witnesses. Moreover, even if Plaintiffs were to succeed at the trial on the certified issues, the parties would still need to proceed to separate and/or bellwether trials on issues related to proximate causation, “fact of injury” and damages for each plaintiff or class member. Accordingly, the parties, believing that an appropriate settlement is best at this stage for all parties, underwent multiple days of mediation and have negotiated a settlement. During the fifteen years of litigation to date of this matter, the Parties conducted substantial discovery including but not limited to: the taking of approximately 20 depositions, many of which greatly exceeded the F.R.C.P. 30(d)(1) default of seven hours due to the complexity of this matter; the exchange of approximately 135,000 documents either within the Parties’ possession or obtained through publicly available sources, amassing at least 538 gigabytes; the service of and response to multiple sets of written discovery; the proffer of approximately 15 expert reports and supplementations, some with attachments and exhibits exceeding thousands of pages; and the issuance of numerous subpoenas for non-party information.

7. On April 30, 2009, Chrysler LLC and certain domestic direct and indirect subsidiaries (collectively, “Old Carco”) filed a voluntary petition for relief in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) under chapter 11 of title 11 of the United States Code (case no. 09-5002) (the “Bankruptcy Action”). *See* Notice of Plan Injunction, ¶ 1 (Doc. No. 122). On April 23, 2010, the Bankruptcy Court entered an Order Confirming the Second Amended Joint Plan of Liquidation of Debtors and Debtors in

Possession, as Modified (docket number 6875 in case no. 09-5002) (the “Confirmation Order”), with attached Second Amended Joint Plan of Liquidation (“Liquidating Plan”). *See id.*, ¶ 2 (Doc. No. 122). Pursuant to the Liquidating Plan, Old Carco was dissolved as of 11:59 p.m. Eastern Time on April 30, 2010. As such, Old Carco is participating in this matter solely as a nominal defendant and all actions involving Old Carco are subject to the Bankruptcy Action, and the terms of the Confirmation Order and the Liquidating Plan. Plaintiffs pursued Old Carco to see if applicable insurance could be reached; however, among other coverage and related issues, the targeted policy includes an as-yet unmet \$5,000,000 self-insured retention.

8. Facing the prospect of years more of litigation, the Parties now desire to implement their negotiated resolution and to enter into a Settlement Agreement that is final and binding without the extraordinary expense and uncertainty of years of further litigation. If approved by the Court, after Notice and a Fairness Hearing, this Settlement Agreement will result in a Final Judgment incorporating the terms of the Settlement Agreement resolving all the pending claims between the Parties.

9. 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.

10. Neither this Settlement Agreement nor the Final Judgment shall constitute or be used in this or any other case or action as evidence of trespass, private nuisance, unjust enrichment, strict liability, negligence, negligence *per se*, battery, intentional fraudulent concealment, constructive fraud, negligent misrepresentation, or civil conspiracy, or any violation of any federal, state or local law, regulation, or order, or of any other form of actionable

misconduct or omission by Defendants. If for any reason the Settlement Agreement is not effectuated, no evidence of this Settlement Agreement or the contemplated Final Judgment shall be admissible for any purpose in this or any other action. Moreover, the Settlement Agreement shall not constitute an admission by Defendants as to any issue of fact or law related to the litigation, including, but not limited to, the suitability for class action treatment of these or any other claims under Federal Rule of Civil Procedure 23, if the Court does not grant Final Approval to this Settlement Agreement and the settlement contemplated herein. Defendants consent to the Court's approval of the Settlement Classes as proposed herein solely for settlement purposes on the terms established herein.

II. DEFINITIONS

When used in this Settlement Agreement, the following terms shall have the following meanings:

1. "Action" means the case currently styled *In re Behr Dayton Thermal Products, LLC*, Civil No. 3:08-cv-00326-WHR, pending in the United States District Court for the Southern District of Ohio.
2. "Answer" includes any and all Answers filed by any Defendant in the Action.
3. "Aramark" means Aramark Uniform & Career Apparel, LLC.
4. "Aramark Facility" means the commercial laundry facility owned and operated by Aramark, located at 1200 Webster Street in Dayton, Ohio.
5. "Chrysler-Behr Facility" means the automotive part manufacturing facility formerly owned and operated by Daimler Chrysler/Chrysler LLC, now owned and operated by MAHLE Behr Dayton LLC, located at 1600 Webster Street in Dayton, Ohio.
6. "Claim Form" means the form attached as **Exhibit A**, which a Class Member must complete and submit to obtain a share of the Settlement Fund according to the terms set forth herein and in any Order of the Court. To be effective, the Claim Form must be postmarked no later than 60 days after the Notice Date, and must comply with the requirements set forth in the proposed Notice, attached as **Exhibit B**.
7. "Claims Administrator" means RG/2 Claims Administration LLC, or such other claims administrator approved by the Court to administer the Settlement Agreement.

The Claims Administrator's contemplated services include, but are not limited to, providing Notice to potential members of the Settlement Classes, processing opt-outs and verifying property ownership information as needed, distributing payments to eligible members of the Settlement Classes and incentive awards or compensation to the Settlement Class Representatives, serving as "administrator" of the Settlement Fund within the meaning of Treasury Regulation section 1.468B-2(k)(3), and other tasks appropriate to effectuating the Settlement Agreement.

8. "Claims Administration Expenses" means the expenses incurred by the Claims Administrator in the administration of the Settlement Agreement, including but not limited to, expenses incurred in providing Notice to potential members of the Settlement Classes, processing opt-outs and verifying property ownership information, distributing payments to eligible members of the Settlement Classes and incentive awards or compensation to the Settlement Class Representatives, fees charged by the Escrow Agent, taxes and tax-related expenses, and any other costs reasonably incurred in administration of the Settlement Agreement. All such Claims Administration Expenses shall be paid from the Settlement Fund.
9. "Class Counsel" means, individually and collectively, JANET, JANET & SUGGS LLC (Howard A. Janet, Kenneth M. Suggs, and Patrick A. Thronson), 4 Reservoir Circle, Suite 200, Baltimore, Maryland 21208, telephone (410) 653-3200, email pthronson@jjsjustice.com; BRANNON & ASSOCIATES (Douglas D. Brannon), 130 West Second Street, Suite 900, Dayton Ohio 45402, telephone (937) 228-2306, email dougbrannon@branlaw.com; NATIONAL LEGAL SCHOLARS LAW FIRM, P.C. (Anthony Z. Roisman and Ned Miltenberg), 5410 Mohican Road -- Suite 200, Bethesda, MD 20816-2162, telephone (202) 656-4490, email nedmiltenberg@gmail.com; and GERMAN RUBENSTEIN LLP, Steven J. German and Joel Rubenstein, 19 West 44th Street, Suite 1500, New York, New York 10036, telephone (212) 307-2020, email sgerman@germanrubenstein.com.
10. "Class Member," for purposes of settlement only, means a Person who falls within the definition of either Settlement Class A or Settlement Class B and who does not timely exclude himself, herself, or itself from the Settlement Classes.
11. "Class Ownership Period" means April 8, 2006 up to and including the date of filing of the Parties' joint motion for preliminary approval of this Settlement Agreement.
12. "Class Website" means www.mccookfieldclassaction.com.
13. "Complaint" includes any and all Complaints filed in this Action.
14. "Community Funds" means one or more donations to one or more eligible non-profit organizations of any Remaining Funds, petitioned for by the Parties and approved by the Court.
15. "Court" means the United States District Court for the Southern District of Ohio.

16. “Defendants” means and shall include for all purposes of the Settlement Agreement Defendants Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant (“Old Carco”); Aramark Uniform & Career Apparel, LLC (“Aramark”); MAHLE Behr Dayton LLC and MAHLE Behr USA, Inc. (together, “MAHLE Behr”); any related or affiliated entities including corporate parents; and any predecessor, successor, affiliate, or assign of the foregoing; and the directors, officers, shareholders, employees, insurers and agents of each of them.
17. “Effective Date” means the first date by which all of the following have occurred: (1) the Court has entered a Final Judgment incorporating the terms of this Settlement Agreement, in the form of a final and appealable judgment; (2) the time for appeal of the Final Judgment has either run without an appeal having been filed or any appeal (including any requests for rehearing *en banc* or petitions for *certiorari* or other appellate review) has been finally resolved; and (3) the time for filing any further appeal or request for review has expired.
18. “Escrow Agreement” means the agreement, attached hereto as **Exhibit C**, to be executed by the Parties and the Claims Administrator to establish the Settlement Fund as an escrow account, and to facilitate the performance of the deposit, payment and related obligations set forth in this Settlement Agreement.
19. “Exclusion Request” (also known as “Opt-Out Request”) means a written communication expressing a request to opt-out of the Settlement Agreement and be excluded from all rights and obligations under the Settlement Agreement. To be effective, the Exclusion Request must be postmarked by the Opt-Out and Objection Deadline, must be mailed to the Claims Administrator, and must comply with the requirements set forth in the proposed Notice attached as **Exhibit B**.
20. “Final Approval” refers to entry of the Final Judgment by the Court.
21. “Final Judgment” means the judgment to be entered in this case, which is anticipated to include the terms provided in Section IX below.
22. “Industrial Property” means land used for manufacturing, processing, or refining foods and materials, and warehouses used in connection therewith. *See* Ohio Admin. Code 5703-25-10(B)(3).
23. “MAHLE Behr” means MAHLE Behr USA, Inc. and MAHLE Behr Dayton LLC.
24. “Notice” means the forms of notice to the Class titled “Notice of Proposed Class Action Settlement and Your Rights,” in the form attached hereto as **Exhibit B** or such other form as the Court may order, to be sent via first class mail and published on the website www.mccookfieldclassaction.com. Notice will also be provided by publication in the *Dayton Daily News*, which is a newspaper of general circulation in Dayton, Ohio, once a week for three consecutive weeks commencing on or about when the Notices in the form of **Exhibit B** are mailed. Said publication notice will be in the form of **Exhibit D** or other such form as the Court may order. **Exhibit B** and

Exhibit D Notices shall be mailed and commenced, respectively, on or before the Notice Date.

25. "Notice Date" shall be 30 days after the Preliminary Approval Date.
26. "Old Carco" means Old Carco, LLC, formerly known as Chrysler, LLC, as nominal defendant.
27. "Opt-Out and Objection Deadline" shall be 30 days after the Notice Date. Opt-out requests (also referred to as Exclusion Requests) must be completed and mailed to the Claims Administrator in accordance with the terms of the Notices attached as **Exhibit B** and **Exhibit D**, and will be considered timely if postmarked on or before the expiration of this 30-day period.
28. "Opt-Out Funds" means any Settlement Class Funds that were or would have been initially allocated towards eligible members of the Settlement Class who may opt out of this Settlement Agreement pursuant to Section VIII below. Opt-Out Funds consist of the amount of allocated funds that would have been allocated towards Settlement Class Members who, instead of filing a claim and participating in the settlement, have chosen instead to opt-out of this Settlement Agreement pursuant to Section VIII below. Opt-Out Funds will be distributed in accordance with Section IV(5)(c)(3) below.
29. "Party" or "Parties" includes Plaintiffs Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, individually and on behalf of the Settlement Classes defined herein; Old Carco, LLC; Aramark Uniform & Career Apparel, LLC; MAHLE Behr Dayton LLC; and MAHLE Behr USA, Inc.
30. "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. "Person" does not include any governmental agencies or governmental actors. "Person" also does not include those individuals or entities excluded from the definitions of the Settlement Classes in section III below.
31. "Plaintiffs" means Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, on behalf of themselves and all others similarly situated, as well as class representatives, if any, who may be added or substituted by the Court before Final Approval.
32. "Preliminary Approval Date" or "Preliminary Approval" means the date upon which preliminary approval of this Settlement Agreement is granted by the Court. The Parties will submit a proposed Order Granting Preliminary Approval of Proposed Settlement in the form attached hereto as **Exhibit E** along with their Joint Motion for Preliminary Approval.

33. “Release” means the release as specifically set forth in section IV, paragraph 10 of this Settlement Agreement.
34. “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 arising out of the ownership of any property in the Settlement Class A area or Settlement Class B area, 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 this 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.
35. “Remaining Funds” means the amount of the Settlement Fund remaining after the following payments and disbursements have been made in order of priority: (i) approved attorneys’ costs and expenses; (ii) approved fee award; (iii) approved Claims Administration Expenses; (iv) approved incentive awards or other compensation to the Settlement Class Representatives; (v) initial payments to eligible Settlement Class Members; and (vi) successive rounds of payments to Settlement Class Members, provided the administrative costs associated with making these payments does not exceed the amount of such payments.
36. “Settlement Agreement” and “Class Action Settlement Agreement” refers to the instant Agreement.
37. “Settlement Class Area” or “Settlement Class Areas” means property in the areas identified as “Class A” or “Class B” on the map attached as **Exhibit F**.
38. “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 map attached as **Exhibit F**. This corresponds to the area geographically depicted by the yellow shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (ECF No. 242-1, PageID #7130.)
39. “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 map attached as **Exhibit F**. This corresponds to the area geographically depicted by the red shaded area on Exhibit 1 to the Third Amended Master Class Action Complaint (ECF No. 242-1, PageID #7130.)

40. “Settlement Class” refers collectively to Settlement Class A and Settlement Class B. Because this Settlement Agreement treats Settlement Class A and Settlement Class B real property owners the same, there is one Settlement Class for purposes of this Settlement Agreement.
41. “Settlement Class Fund” means the total amount remaining in the Settlement Fund after payment of Court-approved Claims Administration Expenses, attorneys’ costs and expenses, attorneys’ fee award, and any incentive payments to the Settlement Class Representatives.
42. “Settlement Class Member” means a member of Settlement Class A or Settlement Class B.
43. “Settlement Class Property” means any real property that falls within the definition of either Settlement Class A or Settlement Class B.
44. “Settlement Class A Representatives” means Deborah Needham, Linda Russell, and/or such other person as the Court may appoint as Settlement Class A Representative, if any.
45. “Settlement Class B Representatives” means Terry Martin, Nancy Smith, and/or such other person as the Court may appoint as Settlement Class B Representative, if any.
46. “Settlement Fund” means a fund that is established by the Defendants³ in the amount of Nine Million Dollars (\$9,000,000.00). From this Settlement Fund, the following payments will be made, in order of priority: (i) approved attorneys’ costs and expenses; (ii) approved attorneys’ fee award; (iii) approved Claims Administration Expenses; (iv) incentive awards or other compensation to the Settlement Class Representatives; (v) payments to eligible Settlement Class Members; (vi) any Unclaimed Funds distributed to Settlement Class Members; and (vii) any Remaining Funds. The Settlement Fund represents the limit and extent of Defendants’ monetary obligations under this Settlement Agreement. The Settlement Fund shall be structured and operated in a manner so that it qualifies as a “qualified settlement fund” under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation 1.468B-1.
47. “Settlement Funds” or “Settlement Class Funds” means any portion of the Settlement Fund.
48. “Unclaimed Funds” means any funds that are available for recovery by any eligible Settlement Class Member but that are not claimed.

III. CLASS CERTIFICATION

³ Including AIG, per Section IV.2 *infra*.

1. Solely for purposes of settlement, the Parties jointly propose certification of the following Class under Fed. R. Civ. P. 23(b)(3) and 23(e):

“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 (ECF No. 242-1.)

“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 (ECF No. 242-1.)

Settlement Class A and Settlement Class B collectively comprise the “Settlement Class.”

Excluded from the Settlement Class are (1) persons who own Industrial Property within the Settlement Class Area; (2) Defendants in this action (and their corporate officers, directors, and members of the corporate officers’ and directors’ immediate families); (3) any entity in which Defendants have a controlling interest; (4) the legal representatives, heirs, successors and assigns of Defendants; and (5) judicial officers to whom this case is assigned, their staff, and the members of their immediate families. (*See* ECF No. 274 at 4, PageID #9721.)

To facilitate the provision of notice, the Parties agree to provide the Claims Administrator with the information that each may have compiled with respect to mailing addresses of the Settlement Class members.

IV. SETTLEMENT PROCESS

1. **Preliminary Approval.** On or before the close of business on August 11, 2023, as ordered by the Court, the Parties shall jointly move the Court to grant preliminary approval of this Settlement Agreement; to preliminarily certify the Settlement Class; to enter the Order Granting Preliminary Approval of Class Action Settlement attached as **Exhibit E**; to approve the Notice and

Publication Notice attached hereto, respectively, as **Exhibits B and D**; to approve the Claim Form attached as **Exhibit A**; and to approve the Escrow Agreement attached as **Exhibit C**.

2. **Defendants' Payment of the Settlement Fund.** Within thirty (30) days of the entry of an order granting preliminary approval of this Class Action Settlement Agreement, the Parties (including AIG Specialty Insurance Company f/k/a American International Specialty Lines Insurance Company ("AIG") as insurer for nominal defendant Old Carco), and the Claims Administrator shall execute the Escrow Agreement, attached as **Exhibit C**. AIG as insurer for nominal defendant Old Carco, MAHLE Behr, and Aramark shall fund in two installments the Settlement Fund as an escrow account, at a federally chartered bank per the Escrow Agreement, in the amount of Nine Million Dollars (\$9,000,000.00). First, Defendants, including AIG as insurer for nominal defendant Old Carco, shall deposit the amount of \$100,000.00 by check or wire within thirty (30) calendar days after entry of an order granting preliminary approval of this Class Action Settlement Agreement. Second, Defendants, including AIG as insurer for nominal defendant Old Carco, shall deposit by check or wire the remaining \$8,900,000 of the Settlement Fund within thirty (30) days after RG/2, as Escrow Agent, advises the Parties that the initial sum of \$100,000 is in the intended Settlement Fund escrow account. The Settlement Fund shall be structured and operated in a manner so that it qualifies as a "qualified settlement fund" under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation §1.468B-1. The Claims Administrator shall have the right to draw on the Settlement Fund to make payments related to this Settlement Agreement in accordance with the schedule and payment formula set forth in Paragraph 5 below after the Court has approved such payments. If this Settlement Agreement terminates pursuant to Section VII below, the Settlement Fund shall be returned to Defendants and AIG, as insurer for nominal defendant Old Carco, within sixty (60) days of termination of the Settlement Agreement, minus any funds approved by the Court for expenses incurred by the Claims Administrator for Claims

Administration Expenses prior to termination. All Settlement Fund funds returned or remitted to Defendants for any purpose under this Settlement Agreement shall be returned to AIG, MAHLE Behr, and Aramark in proportion to sums paid into the Settlement Fund by (or on behalf of) each Defendant.

3. **Notice.** Within thirty (30) days of the Court granting Preliminary Approval to the proposed settlement, or at such other time as the Court may order, the Notices in the form of **Exhibits B**, or as modified by the Court, will be sent by first class mail to the current owners of record, and any eligible prior owners of record, of Settlement Class Property during the Class Ownership Period, whose names and current mailing addresses can be identified by the Claims Administrator with reasonable effort based on reasonably available public data (and the information submitted by the Parties per Section III Paragraph 1). If it appears, based on reasonably available public data (and the information submitted by the Parties per Section III, Paragraph 1), that the Settlement Class Property is not currently owner-occupied, the Claims Administrator will make reasonable attempts to mail the Notice both to the current mailing address of the property owner as well as to the address of the subject property. Notices that are returned by the United States Postal Service with a forwarding address will be re-mailed to the new address.

- a. The mailed Notice will provide general information as to the settlement terms and instructions on how (1) to participate in the settlement claims process, (2) to object to this proposed Settlement Agreement, and (3) to opt out of the proposed settlement. A URL address for the Class Website will be provided in the Notice. A complete copy of this Settlement Agreement will be available on the Class Website.
- b. Publication Notice will also be provided in the *Dayton Daily News*, once a week for three consecutive weeks commencing on or as soon as practicable after the Notice Date. Publication Notice will be in the form of **Exhibit D**, or other such form as the Court may order. The Notice will direct those persons who believe they may be in the Settlement Class on how (1) to participate in the settlement claims process and (2) to opt out of the proposed settlement; this Notice will provide a URL address for the Class Website.

- c. Commencing by or as soon as practicable after the Notice Date, Notice shall be also provided on the Class Website, which shall be administered by the Claims Administrator. The website need be maintained only until Settlement Funds are completely distributed. The Notice on the Website shall be substantially in the form of **Exhibit B** attached hereto.
- d. The Parties may further agree upon additional methods of delivering notice and distributing information within the community to explain the Settlement Agreement and encourage participation by eligible members of the Settlement Class.
- e. The procedures and deadlines for (1) participating in the settlement claims process, (2) opting out of the proposed settlement, and (3) objecting to the proposed settlement will be set forth in the Publication and individual mailed Notices.
- f. The period for opt-out or exclusion requests will be thirty (30) days from the Notice Date. Opt-out or exclusion requests must be mailed to the Claims Administrator and will be considered timely if postmarked on or before the expiration of the 30-day period from the Notice Date.
- g. To receive settlement benefits, the Settlement Class Member must have owned a Settlement Class Property within the Settlement Class Period and must make a timely claim through the procedures set forth herein and/or in the Class Website. A prior Claims Administrator (SSI Claims, Inc.) has already performed a search of record owners of Settlement Class Properties within the Settlement Class Areas, in the course of issuing a Court-approved notice for notice of the Issues Trial. The proposed Claims Administrator will update this list before the Notice Date, based on Montgomery County property records maintained by the Montgomery County Auditor, and on any other information pertaining to property ownership to be provided by the Parties to the Class Administrator per this Settlement Agreement.
- h. If the Settlement Class Member does not opt out by the Opt-Out and Objection Deadline, the Settlement Class Member will be bound by the terms of the Settlement Agreement.
- i. If additional information is needed from the Settlement Class Member, the Claims Administrator will make reasonable attempts to contact the Class Member to obtain the information.
- j. The Claims Administrator will disburse Settlement Funds to Settlement Class Members within the time periods provided for in Paragraph 5 below, to the extent practicable.

4. **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Settlement Agreement is filed with the Court, Plaintiffs shall serve notice of the proposed settlement

as required by law upon the Attorneys General of each U.S. State in which a member of the Settlement Classes is believed to reside, the Attorney General of the United States, and other required government officials.

5. **Settlement Payments.** Payments made from the Settlement Fund shall commence within fifteen (15) days after the Effective Date, or as soon as practicable thereafter, and shall be made in accordance with the following formula:

a. **Initial Distributions after the Effective Date.** Approved Claims Administration Expenses, attorneys' costs and expenses, attorneys' fee award, and any incentive payments to the Settlement Class Representatives shall first be deducted from the Settlement Fund after any such awards have been approved by the Court. Prior to the Effective Date, the Claims Administrator may make periodic applications to the Court for approval of Claims Administration Expenses.

b. **Initial Allocation of Payments to Class Members after the Effective Date.** After initial distributions pursuant to sub-paragraph (a) are made, the Settlement Class Funds shall be allocated to the Settlement Class as follows:

1. Each and every Settlement Class Property shall be assigned an equal share of the Settlement Class Funds. For example, if Settlement Class Funds amounts to Four Million Dollars (\$4,000,000), each of the estimated 540 Settlement Class Properties would be allocated an estimated share worth approximately \$7,407. Settlement Class Funds allocated to Settlement Class Properties for which no valid claims have been made shall constitute Unclaimed Funds and shall be allocated as set forth in subparagraph (c) below.

2. To the extent record title ownership of a property in the Settlement Classes has changed during the Class Ownership Period, the Parties agree that the current owners of Settlement Class Property and any prior owners who held title to the property during the Class Ownership Period are each entitled to a time-weighted, pro rata amount of the single share of the Settlement Class Funds for that property. For example, if the Class Ownership Period is seventeen (17) years, Person X owned Settlement Class Property for eight (8) years and six (6) months, and Person Y owned the same Settlement Class Property for eight (8) years and six (6) months, X and Y would each receive one-half of the single share. Record title ownership and the time period of ownership are subject to verification.

3. To the extent there are multiple owners of record title at the same time for a single Settlement Class Property, a single payment for the property will be issued to these record title owners as a group. The allocation of that payment among those record title owners will be for the record title owners to determine and will not be determined in the claims administration process.

4. Any disputes involving entitlement to Settlement Class Funds shall be resolved between the disputants and shall not be resolved by the Claims Administrator. The Settlement Class Funds allocated to a Settlement Class Property that is the subject of any such dispute shall be held in escrow until the disputants file a final resolution of said dispute with the Claims Administrator, the terms of which shall determine the allocation of Settlement Class Funds to the disputants.

5. All payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within sixty (60) days after the date of issuance. To the extent that a check issued to a Class Member is not cashed within sixty (60) days after the date of issuance, the check will be void, and such funds shall revert to the Settlement Fund, to be distributed as Unclaimed Funds in accordance with sub-paragraph (c) below.

c. Distribution of Unclaimed Funds, Remaining Funds, and Opt-Out Funds.

1. **Unclaimed Funds.** If the cost of performing an additional distribution of funds does not exceed the amount of Unclaimed Funds, Unclaimed Funds shall be distributed to the eligible Settlement Class Members pursuant to the allocation formula specified in subsection (b) immediately above. Unless the Settlement Agreement is terminated pursuant to Section VII, no portion of the Unclaimed Funds shall revert to any Defendant or AIG. Distributions shall continue pursuant to the allocation formula in subsection (b) immediately above, until the Claims Administrator determines the cost of a distribution will exceed the remaining amount of Unclaimed Funds. At that point, any Unclaimed Funds will be treated as Remaining Funds.

2. **Remaining Funds.** Any Remaining Funds shall be used as a donation for community purposes (the “Community Funds”). The Parties shall jointly move the Court, prior to Final Approval of the Settlement, setting forth the details of any proposed uses for such Community Funds and seeking Court approval. Unless the Settlement Agreement is terminated pursuant to Section VII, no portion of the Unclaimed Funds or Remaining Funds shall revert to any Defendant or AIG.

3. **Opt-Out Funds.** The Parties shall seek direction from the Court as to the distribution of any Opt-Out Funds. The Claims Administrator shall hold Opt-Out Funds, if any, in escrow pending direction from the Court as to their distribution.

d. **Interest.** If permissible under law and deemed practicable by the Claims Administrator, any interest accrued on any Settlement Funds during the time they remain in the account created as a qualified settlement fund pursuant to section IV.2 will be treated as Unclaimed Funds in the manner described in section

IV.5.c.1.

6. **Commitments by Members of the Settlement Classes.** Record title ownership has or will be determined by the Claims Administrator in the first instance based on publicly available property records maintained by the Montgomery County Auditor⁴ and based on documents provided by the Parties pursuant to Section III above. The Claim Form shall be available on the Class Website, and it shall require the claimant to provide necessary information to fair and reasonable distribution of the Settlement Class Funds (including but not limited to claimant's period of ownership, names of record owners (if known to claimant), marital status during claimant's period of ownership, and a certification from the claimant as to the truth of the statement information). If a Person who is not listed as an owner of a Settlement Class Property during the Class Ownership Period believes he, she, or it is entitled to a portion of the Settlement Fund, the Person may timely contact the Claims Administrator and submit documentation to prove he, she, or it was an owner of the Settlement Class Property during the Class Ownership Period. Each of the following documents is deemed presumptively sufficient to evidence proof of record title ownership, subject to the Claims Administrator's authority under Section V below:

- a. Deed
- b. Notice of Property Tax Assessment
- c. Property Tax Bill
- d. Copy of HUD-1 Settlement Statement

7. If the Claims Administrator determines that additional information is needed from a potential Settlement Class Member to verify record title ownership during the Class Ownership Period, the Claims Administrator will attempt to contact the potential Settlement Class Member to

⁴ These records are searchable online at https://www.mcoho.org/government/elected_officials/auditor/real_estate/index.php.

obtain the information.

8. If an eligible Settlement Class Member is the sole owner of a Settlement Class Property during the Class Ownership Period, and if she, he, or it fails to respond to inquiries from the Claims Administrator after given reasonable notice of and an opportunity to do so, the settlement payment to which such eligible member would have been entitled will be considered “Unclaimed Funds,” to be distributed in accordance with Paragraph IV(5)(c) above.

9. If a Settlement Class Property is owned by two different owners during the Class Ownership Period, the allocated funds for that property are to be distributed on a time-weighted, pro rata basis. For example, if the Claims Administrator allocated \$10,000 for such a property that had two owners during the Class Ownership Period and the owners each owned the property for half of the Class Ownership Period, the owners would each be eligible for a \$5,000 distribution from the Claims Administrator. If an eligible member of the Settlement Class is not the sole owner of a Settlement Class Property during the entire Class Ownership Period, and if said Settlement Class Member opts out or fails to respond to inquiries from the Claims Administrator after given reasonable notice of and an opportunity to do so, the settlement payment that such eligible member would have been eligible for will be distributed on a time-weighted, pro rata basis to the other, eligible Settlement Class Member(s) who owned the same Settlement Class Property during any portion of the Class Ownership Period.

10. **Releases.** Plaintiffs agree to, and shall, on or before the Effective Date, file with the Court such papers necessary to effectuate the following:

- a. Each Settlement Class Member who has not timely opted out of the Settlement Classes fully, finally, and forever releases, remises, acquits, waives and forever discharges 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.

- b. Each Settlement Class Member who has not timely opted out of the Settlement Classes hereby stipulates and agrees, with respect to any and all Released Claims against Defendants, that the Settlement Class Member shall be conclusively deemed to, and by operation of the Final Judgment shall, waive and relinquish any and all rights or benefits they may now have, or in the future may have, under any law relating to the Released Claims.
- c. Each Settlement Class Member who has not timely opted out of the Settlement Classes acknowledges that the foregoing release of claims was specifically bargained for and is a key term of this Settlement Agreement.

11. **No effect on regulatory obligations.** The Parties agree that this Settlement Agreement does not and will not modify or affect any past, present, or future local, state, or federal regulatory obligation of any party to this agreement (or of anyone in privity with any party to this agreement)—including but not limited to any obligation undertaken by Aramark or MAHLE Behr to the United States Environmental Protection Agency relating to the Behr Dayton Thermal VOC Plume Site. The Parties agree that this Settlement Agreement does not impact and has no relevance to any present or future regulatory action by any administrative or governmental body under applicable environmental laws.

12. **Prior agreements not voided.** This Settlement Agreement does not affect individual access agreements and other documents signed by Settlement Class Members in

connection with any investigative or remedial efforts under the oversight of the United States Environmental Protection Agency or Ohio Environmental Protection Agency.

V. CLAIMS ADMINISTRATOR

1. Subject to the approval of the Court, RG/2 Claims Administration LLC is the Claims Administrator for this Settlement Agreement. Authorized Claims Administration Expenses will be paid out of the Settlement Fund. As directed by the Court or Class Counsel, the Claims Administrator will:

- a. Effectuate individually mailed Notice and Publication Notice to potential members of the Settlement Classes in accordance with the procedures outlined in Paragraph IV.3 above;
- b. Provide and staff a toll-free phone number and the Class Website for the purpose of providing settlement information to Settlement Class Members and potential Settlement Class Members, including but not limited an appropriate claim form available on the Class Website for the purpose of allowing Settlement Class Members to submit their respective claims.
- c. Receive opt out notices from potential members of the Settlement Classes and any other submissions by persons claiming ownership interests in any Settlement Class Property;
- d. Distribute settlement proceeds as set forth in this Settlement Agreement;
- e. Administer the class settlement as requested by Class Counsel and approved by the Court. The decisions of the Claims Administrator shall be final and shall only be appealable to the Court on the basis that the Claims Administrator incorrectly calculated a settlement payment under the provisions of this Settlement Agreement.
- f. Employ reasonable procedures to screen claims for abuse or fraud, and reject a claim where there is evidence of abuse or fraud (including but not limited to requiring a certification from the claimant of the accuracy of pertinent information);
- g. Provide weekly written status reports to Class Counsel as to the progress of the claims administration process until such time as the disbursement process concludes; and
- h. Otherwise administer the Settlement Agreement as requested by Class Counsel and approved by the Court.

- i. Defendants shall participate in the administration only to the extent agreed to by Class Counsel or required by the Court.

VI. ATTORNEYS' FEES AND COSTS

1. **Class Counsel.** Janet, Janet & Suggs, LLC; Brannon & Associates: National Legal Scholars, P.C.; and German Rubenstein LLP have been appointed as Class Counsel in the Action and intend to continue in that capacity during the pendency of the action and administration of the Settlement Fund.

2. **Expense and Fee Award.** There has been no agreement between Plaintiffs and Defendants on the amount of a fee award to Class Counsel.

3. **Timing of Fee Award.** Within fourteen (14) days of the entry of an order granting the accompanying Motion for Preliminary Approval of Class Action Settlement, or at such other time as the Court may direct, Class Counsel shall file a petition for fees and costs with the Court and shall promptly post the petition on the Class Website.

4. **Payment of the Fee Award.** Payment of the fee award shall be made from the Settlement Fund within fifteen (15) days after the Effective Date, unless appealed, and shall constitute full satisfaction of any obligation on the part of Defendants to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of the Settlement Classes in this Action.

5. **Incentive Payment.** In addition to any award to which they may be entitled under the Settlement Agreement, Class Counsel may request that the Court award an incentive payment to Settlement Class Representatives Terry Martin, Deborah Needham, Linda Russell, and Nancy Smith, in the amount of \$10,000 each. These incentive awards are subject to Court approval. The Claims Administrator shall pay such awards or compensation via check from the Settlement Fund to the Named Plaintiffs, care of Class Counsel, within fifteen (15) days after the

Effective Date.

VII. TERMINATION OF THE SETTLEMENT AGREEMENT

1. This Settlement Agreement shall terminate without further action of the Parties if (a) the Court does not enter preliminary approval of the settlement as to both Settlement Classes; (b) the Court does not enter final approval of the settlement as to both of the Settlement Classes; or (c) the Court's final approval is overturned on appeal.

2. Each Defendant shall have the right to rescind its participation in the Settlement Agreement if (a) more than ten (10) Settlement Class A members opt out on or before the Opt-Out and Objection Deadline; or (b) more than ten (10) Settlement Class B members opt out on or before the Opt-Out and Objection Deadline. If a Defendant in the Action rescinds its participation in the Settlement Agreement, it shall send written notice of this election to Class Counsel before the parties seek final approval of the Settlement Agreement from the Court. If any Defendant rescinds, the remaining Parties will meet and confer to determine whether a mutually acceptable amended settlement agreement can be reached; if the remaining Parties cannot reach a modified settlement arrangement, then this Settlement Agreement shall be deemed rescinded by all Defendants.

VIII. OPT-OUTS AND OBJECTIONS

1. **Requirements for Opting Out.** Any Settlement Class Member who wishes to opt out of this Settlement Agreement must mail to the Claims Administrator a written, signed, and dated statement that the Settlement Class Member is opting out of Settlement Class A or Settlement Class B and understands that the Settlement Class Member will receive no payments from the settlement of this Action. An opt-out notice must contain the following identifying information: "*In re Behr Dayton Thermal Products*, Case No. 08-cv-00326." To be effective, this opt-out statement must be postmarked by the Opt-Out and Objection Deadline. The Settlement

Classes will not include any individuals who send timely and valid opt-out statements. Individuals who opt out are not entitled to any monetary award under this Settlement Agreement.

2. **Requirements for Objecting.** Any member of the Settlement Class who wishes to object to this Settlement Agreement, including the fee petition, must mail to the Court, Class Counsel, and counsel for all Defendants, at the addresses listed in the Notice provisions set forth below, a written, signed, and dated objection, which must contain a detailed description of all bases for the objection and any supporting papers, briefs, evidence, and arguments. If the person filing the objection wishes to present argument in support of the objection at the Final Approval Hearing, a request to that effect must be included in the objection. An objection must contain the following identifying information: “*In re Bebr Dayton Thermal Products*, case no. 08-cv-00326.” To be effective, an objection must be received by the Court and served on the Parties no later than the Opt-Out and Objection Deadline. No one may present argument at the Final Approval Hearing for the purpose of objecting to the Settlement Agreement or otherwise object to the Settlement Agreement without having properly served a timely objection in accordance with the terms of this paragraph.

3. **Waiver of Objections.** Except for members of the Settlement Classes who opt out of the Settlement Classes in compliance with the foregoing paragraph, all Settlement Class Members will be deemed to be members of the Settlement Classes in the Action for all purposes under this Settlement Agreement, the final approval order, the Final Judgment, and the releases set forth in this Settlement Agreement, and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections, including but not limited to objections based on fairness, reasonableness, or adequacy.

4. **No Encouragement of Objections or Opt-Outs.** Plaintiffs, Class Counsel, Defendants, and counsel for Defendants—and anyone acting on behalf of Plaintiffs, Class

Counsel, Defendants, or counsel for Defendants—shall not solicit or encourage anyone to object to or to Opt-Out from the Settlement Agreement or encourage anyone to appeal from any order of the Court that approves of or seeks to effectuate terms of the Settlement Agreement.

IX. FINAL APPROVAL AND DISMISSAL WITH PREJUDICE

1. The Parties shall jointly move the Court for final approval of the Settlement Agreement no later than fourteen (14) days before the Final Approval Hearing set by the Court, and request that the Court enter a Final Judgment. The Parties anticipate the Final Judgment will (among other things):

- a. find that the Court has personal jurisdiction over all members of the Settlement Classes and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;
- b. approve the Settlement Agreement and the proposed settlement as fair, reasonable, adequate, and in the best interests of the members of the Settlement Classes; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of the Settlement Class Representatives and all other members of the Settlement Classes and their heirs, executors and administrators, successors and assigns;
- c. find that the Notices and the procedures for Notice implemented pursuant to the Settlement Agreement (1) constituted the best practicable notice under the circumstances, (2) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Classes of the pendency of

the Action, their right to object to or exclude themselves from the proposed Settlement Agreement and to appear at the Final Approval Hearing, (3) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice, and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

- d. find that the Settlement Class Representatives and Class Counsel adequately represented the Settlement Classes for purposes of entering into and implementing the Settlement Agreement;
- e. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge Defendants and AIG as set forth herein;
- f. permanently bar and enjoin all members of the Settlement Classes who have not been properly excluded from the Settlement Classes from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;
- g. confirm that the Court retains 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;
- h. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and
- i. incorporate any other provisions as the Court deems necessary and just.

2. In the event the Final Judgment is reversed or the Settlement Agreement does not become final and binding, the Parties agree that (1) the Court shall vacate any dismissal with prejudice and the Parties shall return to the positions they occupied before entering into this Settlement Agreement, including retaining all rights, claims, and defenses they had prior to entering the Settlement Agreement; and (2) the Settlement Agreement, any motions to approve the Settlement Agreement, and the settlement negotiations shall be without prejudice to the rights of any Party, shall not be used by any Party in this Action for any purpose whatsoever and shall be inadmissible in this or any other Action for any purpose.

3. **Final Approval Hearing.** The Parties will ask the Court to hold a hearing to consider final approval of this Settlement Agreement (the “Final Approval Hearing”), and to rule on Plaintiffs’ Petition for the Award of Attorneys’ Fees, at any time sixty (60) days or more after the Notice Date.

X. GENERAL PROVISIONS

1. **No Admission of Liability, No Collateral Use.** The Parties acknowledge and agree that this Settlement Agreement is a voluntary and mutually acceptable resolution of the Action. By entering into this Settlement Agreement, Defendants do not admit wrongdoing or liability as to any matter whatsoever, and Plaintiffs and Settlement Class Members do not in any way concede that Defendants have *not* engaged in wrongdoing and have not caused them harm. Defendants deny the claims set forth in Plaintiffs’ Complaint, and Plaintiffs and Settlement Class Members deny the defenses asserted in Defendants Answer to Plaintiffs’ Complaint. Defendants and Plaintiffs agree that the amount of this settlement represents a compromise of the claims being dismissed pursuant to Section IV.9.a. and b., above, and of Defendants’ defenses with respect to those claims, and does not fully vindicate or represent either Plaintiffs’ theory of the case or Defendants’ theory of defense. This Settlement Agreement shall not be cited, offered, or

construed as an admission or evidence in this Action or any other action or proceeding except for purposes of seeking approval, fulfillment, or enforcement of this Settlement Agreement if finalized, effectuated, and approved by this Court. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court to enforce or implement any provision of this Settlement Agreement or implement or enforce any orders or judgments of the Court entered into in connection with this Settlement Agreement.

2. **Absence of Approval.** If this Settlement Agreement does not become final and binding, no Party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including but not limited to, any and all claims or objections to class certification, or claims or defenses on the merits. Each party reserves the right to prosecute or defend this Action if the Settlement Agreement does not become final and binding.

3. **Cooperation.** The Parties agree that they will cooperate to effectuate and implement the terms and conditions of this Settlement Agreement.

4. **Effect of Prior Agreements.** This Settlement Agreement constitutes the entire agreement and understanding of the Parties with respect to the settlement of this Action, contains the final and complete terms of the settlement of the Action and supersedes all prior agreements between the Parties regarding settlement of the Action. The Parties agree that there are no representations, understandings, or agreements relating to the settlement of this Action other than as set forth in this Settlement Agreement.

5. **No Drafting Presumption.** All Parties hereto have participated, through their counsel, in the drafting of this Settlement Agreement, and this Settlement Agreement shall not be construed more strictly against any one Party than the other Parties. Whenever possible, each term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable. Headings are for the convenience of the Parties only and are not intended to create

substantive rights or obligations.

6. **Notices.** All notices to the Parties or counsel required or desired to be given under this Settlement Agreement shall be in writing and sent by electronic mail and U.S. Mail as follows:

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 Carco, LLC:

THOMPSON COBURN LLP
Edward Cohen
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

7. **Modifications.** No modifications to this Settlement Agreement may be made without written agreement of all Parties and Court approval.

8. **No Third-Party Beneficiaries.** This Settlement Agreement shall not inure to the benefit of any third party.

9. **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Settlement Agreement. Each signatory warrants that the signer has authority to bind his party.

XI. MISCELLANEOUS PROVISIONS

1. To the extent that any of the Parties desire to issue a press release or press statement concerning this Action or its resolution, they may do so. No press release, press

statement, or public statements shall include statements disparaging any Party, or statements contravening any term of this Settlement Agreement.

SIGNATURES ON FOLLOWING PAGES

AGREED TO BY:

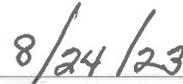
Terry Martin, individually and
as class representative

Date

Deborah Needham, individually and
as class representative

Date





Linda Russell, individually and as
class representative

Date

Nancy Smith, individually and
as class representative

Date

APPROVED AS TO FORM AND CONTENT BY:

JANET, JANET & SUGGS
Howard A. Janet
Patrick A. Thronson
Executive Centre at Hooks Lane
4 Reservoir Circle, Suite 200
Baltimore, MD 21208

Date

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GERMAN RUBENSTEIN LLP
Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
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AGREED TO BY:

Terry Martin, individually and
as class representative

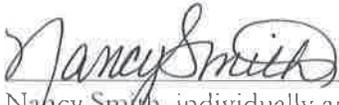
Date

Deborah Needham, individually and
as class representative

Date

Linda Russell, individually and as
class representative

Date


Nancy Smith, individually and
as class representative

8/10/2023
Date

APPROVED AS TO FORM AND CONTENT BY:

JANET, JANET & SUGGS
Howard A. Janet
Patrick A. Thronson
Executive Centre at Hooks Lane
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Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036

AGREED TO BY:

Terry Martin, individually and
as class representative

Date

Deborah Needham, individually and
as class representative

Date

Linda Russell, individually and as
class representative

Date

Nancy Smith, individually and
as class representative

Date

APPROVED AS TO FORM AND CONTENT BY:



JANET, JANET & SUGGS
Howard A. Janet
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9/15/2023

Date

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Steven German
Joel Rubenstein
19 West 44th Street, Suite 1500
New York, New York 10036

*Counsel for Plaintiffs Terry Martin,
Deborah Needham, Linda Russell, and
Nancy Smith, individually and on behalf
of all others similarly situated*

APPROVED AS TO FORM AND CONTENT BY:

Edward A. Cohen

9/13/2023
Date

THOMPSON COBURN LLP
Edward A. Cohen
J. David Duffy
One US Bank Plaza
St. Louis, Missouri 63101

*Counsel for Defendant Old Carco, LLC,
formerly known as Chrysler, LLC, as nominal defendant*

AGREED TO BY:

Christopher B. Davies

9/11/2023
Date

For Fortitude P&C Solutions, Inc.,
as authorized claims administrator for
AIG Specialty Insurance Company
f/k/a American International Specialty Lines Insurance Company
as insurer for nominal defendant Old Carco, LLC,
formerly known as Chrysler, LLC

Its: Senior Associate, Complex Casualty Claim Director

AGREED TO BY:

For Aramark Uniform & Career Apparel, LLC

Date

Its: _____

APPROVED AS TO FORM AND CONTENT BY:

LOWENSTEIN SANDLER LLP
Michael D. Lichtenstein

Date

*Counsel for Plaintiffs Terry Martin,
Deborah Needham, Linda Russell, and
Nancy Smith, individually and on behalf
of all others similarly situated*

APPROVED AS TO FORM AND CONTENT BY:

THOMPSON COBURN LLP
Edward A. Cohen
J. David Duffy
One US Bank Plaza
St. Louis, Missouri 63101

Date

*Counsel for Defendant Old Carco, LLC,
formerly known as Chrysler, LLC, as nominal defendant*

AGREED TO BY:

For Fortitude P&C Solutions, Inc.,
as authorized claims administrator for
AIG Specialty Insurance Company
f/k/a American International Specialty Lines Insurance Company
as insurer for nominal defendant Old Carco, LLC,
formerly known as Chrysler, LLC

Date

Its: _____

AGREED TO BY:



For Aramark Uniform & Career Apparel, LLC

8/25/2023

Date

Its: Vice President

APPROVED AS TO FORM AND CONTENT BY:

Michael D Lichtenstein

LOWENSTEIN SANDLER LLP
Michael D. Lichtenstein

9/14/23

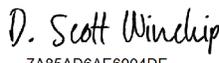
Date

One Lowenstein Drive
Roseland, New Jersey 07068

Counsel for Defendant Aramark Uniform & Career Apparel, LLC

AGREED TO BY:

DocuSigned by:


7A85AD6AE6904DE...
MAHLE Behr Dayton LLC

2023-09-14
Date

Its: President

APPROVED AS TO FORM AND CONTENT BY:



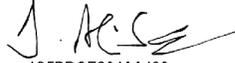
HONIGMAN LLP
Khalilah V. Spencer
Raechel T.X. Conyers
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506

9/14/2023
Date

Counsel for Defendant MAHLE Behr Dayton, LLC

AGREED TO BY:

DocuSigned by:


4C5BDCE284AA433...
MAHLE Behr USA, Inc.

2023-09-14
Date

Its: Director

APPROVED AS TO FORM AND CONTENT BY:



HONIGMAN LLP
Khalilah V. Spencer
Raechel T.X. Conyers
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506

9/14/2023
Date

Counsel for Defendant MAHLE Behr USA, Inc.