

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>

ATTEND A HEARING ON JANUARY 22, 2024.

Stay in this lawsuit. Be heard by the Court AND File a Claim Form to receive monetary compensation.

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.**

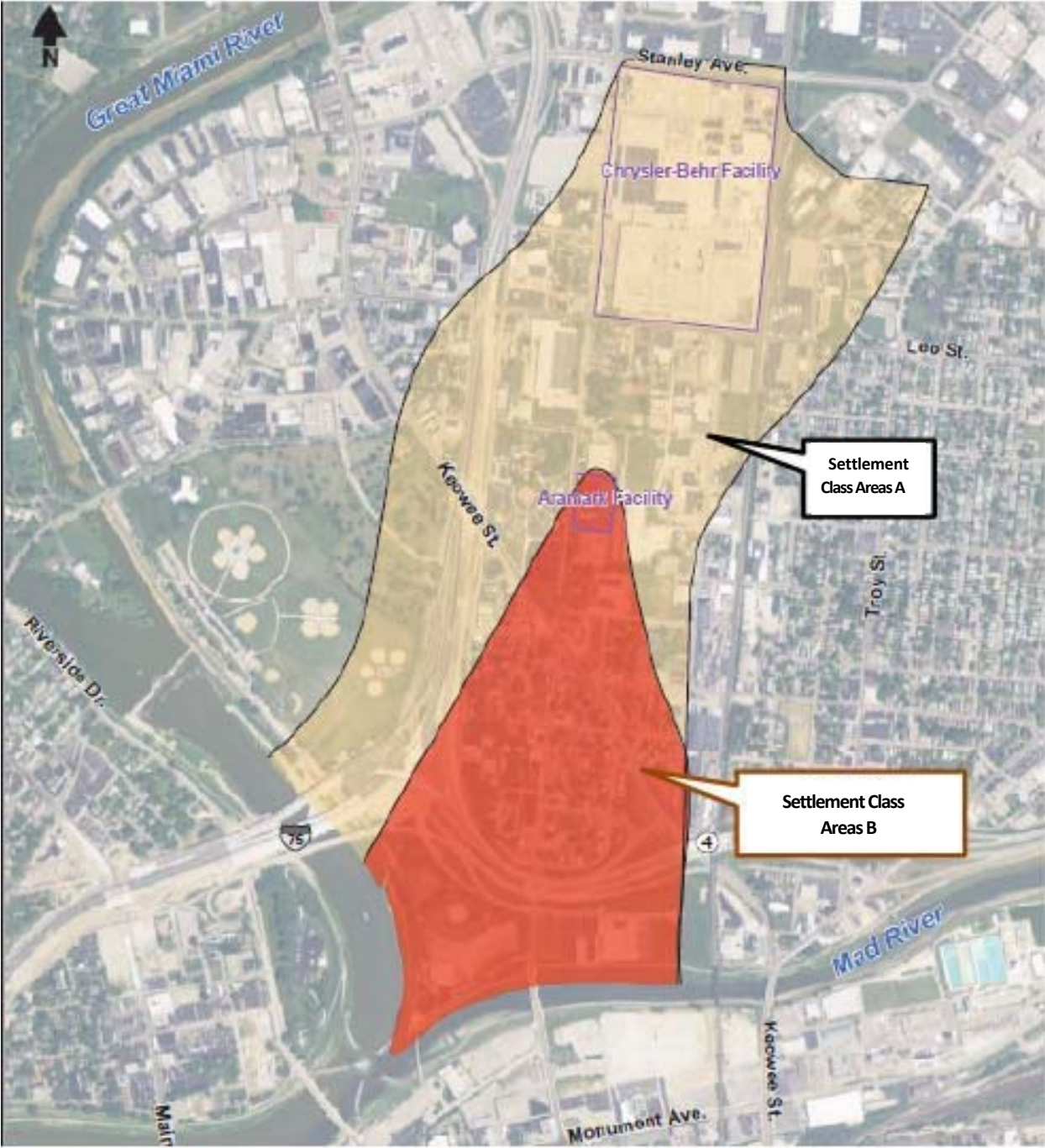
(The date and time of the Final Approval Hearing is subject to change by Court Order and without further notice to the Class. This hearing may proceed by video conference if so indicated on the Court’s Electronic Filing System.)

- 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.