

**MUST BE
POSTMARKED BY
FEBRUARY 15, 2020**

In re Liquid Aluminum Sulfate Antitrust Litigation
c/o A.B. Data, Ltd.
P.O. Box 173050
Milwaukee, WI 53217
Toll-Free: 1-866-217-4455
www.LiquidAluminumSulfate.com

**FOR OFFICIAL USE
ONLY**

PROOF OF CLAIM AND RELEASE

To be eligible for a payment from any of the Settlements, you must be an Indirect Purchaser Settlement Class Member, *i.e.*, you must have purchased liquid aluminum sulfate (“Alum”) in Alabama, Arkansas, Arizona, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, or Wisconsin (the “Indirect Purchaser States”), not for resale, from distributors or from direct purchasers, which was manufactured, sold, or supplied by Defendants or their unnamed co-conspirators from January 1, 1997, through February 28, 2011. Excluded from the Settling Classes are Defendants and co-conspirators and their respective parents, subsidiaries, and affiliates.

This Claim Form must be completed and mailed by prepaid, first-class mail to the above address, or submitted online at www.liquidaluminumsulfate.com, **postmarked or if by online, received by February 15, 2020**. Failure to submit your Claim Form by the date specified above will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlements.

If you have any questions regarding your Claim Form, please call 1-866-217-4455 or email info@liquidaluminumsulfate.com.

Section 1: Class Member Information

Last Name

First Name

Business Entity Name

Person to contact if there are questions regarding this claim:

Specify one of the following:

- Individual Business (1 - 10 Employees) Business (11-50 Employees) Business (Greater than 50 Employees)

Street Address

City

State

Zip Code

Daytime Telephone Number

Email Address

Section 2: Purchase Information

Enter below the total dollar amount paid by state for your purchases of Liquid Aluminum Sulfate that were billed to and/or shipped to Alabama, Arkansas, Arizona, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, or Wisconsin from January 1, 1997, through February 28, 2011. Do not include any purchases that were for resale or that were made directly from the Defendants.

State where purchase was billed to and/or shipped to:	Total Amount (\$) of Alum purchases from January 1, 1997, through February 28, 2011:
	\$
	\$
	\$
	\$
	\$

If you made purchases in multiple states and need additional space, you may copy this page and list the additional purchases.

All information submitted in a Claim Form is subject to further inquiry and verification. The Claims Administrator may ask you to provide additional supporting information or documentation. Failure to provide such requested information or documentation might adversely affect, or result in denial of, your claim.

All claims totaling more than \$100,000 must provide documentation supporting the total amount of purchases for which you are submitting a claim. Documentation should include the product name, date of purchase, State, and net purchase amount, and be kept in the normal course of business. Receipts, electronic summaries, or similar records are preferred. Any supporting documentation should be submitted as legible copies—do not send originals, but maintain them in your records for additional verification or clarification, if needed.

Section 3: Certification and Substitute W-9

Enter the Claimant’s federal taxpayer identification number:

			-					OR									
Social Security Number								Employer Identification Number									

By signing and submitting this Claim Form, the Claimant, or the person acting on behalf of the Claimant, certifies that:

1. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
2. I am authorized to submit this Claim Form on behalf of the Claimant;
3. The Claimant is a member of at least one of the Settlement Classes and did not request to be excluded from the Indirect Purchaser Settlement Class for each Settlement Agreement;
4. The Claimant is neither a Defendant, nor a parent, subsidiary, affiliate, or co-conspirator of a Defendant;
5. The Claimant submits to the jurisdiction of the United States District Court for the District of New Jersey with respect to this claim as a Settlement Class Member and for purposes of enforcing the releases below, in the Notice, and in the Settlement Agreements;-
6. The Claimant hereby warrants and represents that the Claimant has not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
7. The Social Security number or Taxpayer Identification Number shown on this form is correct and the Claimant is a U.S. resident Taxpayer;
8. The Claimant is NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) the Claimant is exempt from backup withholding; or (b) the Claimant has not been notified by the Internal Revenue Service that the Claimant is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified the Claimant that the Claimant is no longer subject to backup withholding. **(NOTE: If the**

Claimant has been notified by the Internal Revenue Service that the Claimant is subject to backup withholding, you must cross out this Item.)

9. The Claimant has not submitted any other claim covering the same purchases, and has not authorized any person or entity to do so on the Claimant's behalf; and
10. The Claimant agrees to furnish additional information regarding this Claim Form that the Claims Administrator, Lead Counsel, or the Court may require.

UNDER THE PENALTIES OF PERJURY, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME ON THIS PROOF OF CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

I HAVE READ AND AGREE TO THE TERMS OF THE RELEASES LISTED IN SECTION 4 OF THE CLAIM FORM AND THE LONG FORM LEGAL NOTICE OF LIQUID ALUMINUM SULFATE SETTLEMENTS.

Please note that signing a Claim Form that contains false information could constitute perjury.

Signature

___ ___ / ___ ___ / ___ ___
Date

Print Name

Title (if you are filling out this form for a business)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Complete all sections of this Claim Form.
2. Sign the Claim Form.
3. Keep copies of the completed Claim Form and documentation for your own records.
4. Submit your Claim Form online or by mail, **postmarked no later than February 15, 2020** to:

www.LiquidAluminumSulfate.com

OR

In re Liquid Aluminum Sulfate Antitrust Litigation

c/o A.B. Data, Ltd.

P.O. Box 173050

Milwaukee, WI 53217

5. If you desire an acknowledgement of receipt of your Claim Form, please send it Certified Mail, Return Requested, or its equivalent. You will bear all risks of delay or non-delivery of your claim.

Section 4: Releases

The release specific to each Settling Defendant provides as follows:

Chemtrade:

Effective upon Final Judgment, the Releasing Parties hereby completely release, acquit, and forever discharge the Chemtrade Released Parties from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Indirect Purchaser Settlement Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively, or in any other capacity) that the Releasing Parties ever had, now has, or hereafter can, shall, or may ever have, that exist as of the date of Final Judgment, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Consolidated Proceedings, including but not limited to the claims asserted in the Indirect Purchaser Class Plaintiffs' Consolidated Amended Complaint, dated October 17, 2016 ("Released Claims"), provided however, that nothing herein shall release claims involving or arising out of: (i) any negligence, personal injury, breach of contract, breach of warranty of fitness for a particular purpose, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities claim, or similar trade claim unrelated to claims in the Consolidated Proceedings relating to Alum; or (ii) any purchase of Alum directly from a Defendant by a member of the Indirect Purchaser Settlement Class. In other words, to the extent any Indirect Purchaser also made a purchase of Alum directly from the Chemtrade Defendants or other Defendant in the Consolidated proceedings, any claims arising out of that direct purchase are not released herein. During the period after the expiration of the deadline for submitting an opt-out notice as determined by the Court, and prior to Final Judgment, the Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the Chemtrade Released Parties. The Settling Defendants further agree that they will not file any suit or seek any damages against the Releasing Parties that arises out of or relates in any way to the institution, prosecution, or settlement of the Released Claims against the Settling Defendants. The release of the Released Claims will become effective as to all Releasing Parties upon Final Judgment. Upon Final Judgment, the Releasing Parties further agree that they will not file any other suit against the Chemtrade Released Parties arising out of or relating to the Released Claims.

Kemira:

Upon Final Judgment and in consideration of payment of the Settlement Funds into the Indirect Purchaser Escrow Account, and for other valuable consideration, and provided that Kemira has not breached any of its material obligations under this Agreement (as set forth in Paragraph 10), and provided that this Agreement has not been terminated, the Kemira Released Parties shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Indirect Purchaser Settlement Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively or in any other capacity) that the IPP Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, that exist as of the date of Final Judgment, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Consolidated Proceedings, including but not limited to the claims, defenses, indemnities, and/or set-offs asserted in or in response to the Indirect Purchaser Class Plaintiffs' Consolidated Amended Complaint, dated October 17, 2016 ("Released Claims"), provided however, that nothing herein shall release claims against any of the Kemira Released Parties involving or arising out of: (i) any negligence, personal injury, breach of contract, breach of warranty, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, or securities claim, or similar trade claim relating to Alum; or (ii) any purchase of Alum by a member of the Indirect Purchaser Class that was not an indirect purchase for end use and not for resale. In other words, to the extent any Indirect Purchaser also made a purchase of Alum directly from Kemira or any of the other Defendants in the Consolidated Proceedings, any claims arising out of that direct purchase are not released herein. During the period after the expiration of the deadline for submitting an opt-out notice, as determined by the Court, and prior to Final Judgment, all IPP Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the Kemira Released Parties. Kemira further agrees that it will not file any suit against the IPP Releasing Parties that arises out of or relates in any way to the institution, prosecution, or settlement of the Released Claims against Kemira. The release of the Released Claims will become effective as to all IPP Releasing Parties upon Final Judgment. Upon Final Judgment, the IPP Releasing Parties further agree that they will not file any other suit against the Kemira Released Parties arising out of or relating to the Released Claims.

Southern Ionics:

Effective upon Final Judgment, the Releasing Parties hereby completely and mutually release, acquit, and forever discharge each other from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Indirect Purchaser Settlement Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively, or in any other capacity) that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, that exist as of the date of Final Judgment, on account of, or in any way arising out of,

any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Consolidated Proceedings, including but not limited to the claims, defenses, indemnities, and/or set-offs asserted in or in response to the Indirect Purchaser Class Plaintiffs' Consolidated Amended Complaint, dated October 17, 2016 ("Released Claims"), provided however, that nothing herein shall release claims against any of the Released Parties involving or arising out of: (i) any negligence, personal injury, breach of contract, breach of warranty, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, or securities claim, or similar trade claim relating to Alum; or (ii) any purchase of Alum by a member of the Indirect Purchaser Class that was not an indirect purchase for end use and not for resale. In other words, to the extent any Indirect Purchaser also made a purchase of Alum directly from the Settling Defendants or any of the other Defendants in the Consolidated Proceedings, claims arising out of that direct purchase are not released herein. During the period after the expiration of the deadline for submitting an opt-out notice, as determined by the Court, and prior to Final Judgment, all Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the Released Parties. The Settling Defendants further agree that they will not file any suit against the IPP Releasing Parties that arises out of or relates in any way to the institution, prosecution, or settlement of the IPP Released Claims against the Settling Defendants. The release of the Released Claims will become effective as to all Releasing Parties upon Final Judgment. Upon Final Judgment, the Releasing Parties further agree that they will not file any other suit against the Released Parties arising out of or relating to the Released Claims.

USALCO:

Effective upon Final Judgment, the IPP Releasing Parties hereby completely and mutually release, acquit, and forever discharge the USALCO Released Parties from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Indirect Purchaser Settlement Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively, or in any other capacity) that the IPP Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, that exist as of the date of Final Judgment, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Consolidated Proceedings, including but not limited to the claims asserted in the Indirect Purchase Class Plaintiffs' Consolidated Amended Complaint, dated October 17, 2016 ("Released Claims"), provided however, that nothing herein shall release claims involving or arising out of: (i) any negligence, personal injury, breach of contract (except breach of contract claims derived from the facts, claims, or causes of action asserted in the Consolidated Proceedings, which claims shall be released), breach of product warranty, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, or similar claims relating to Alum; or (ii) any purchase of Alum by a member of the Indirect Purchaser Class that was not an indirect purchase for end use and not for resale. In other words, to the extent any Indirect Purchaser also made a purchase of Alum directly from USALCO or any of the other Defendants in the Consolidated Proceedings, claims arising out of that direct purchase are not released herein. During the period after the expiration of the deadline for submitting an opt-out notice, as determined by the Court, and prior to Final Judgment, the IPP Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the USALCO Released Parties. USALCO further agrees that it will not file any suit or assert any claim against the IPP Releasing Parties that arises out of or relates in any way to the institution, prosecution, or settlement of the IPP Released Claims against USALCO. The release of the Released Claims will become effective as to the IPP Releasing Parties upon Final Judgment. Upon Final Judgment, the IPP Releasing Parties further agree that they will not file any other suit against the USALCO Released Parties arising out of or relating to the Released Claims.

American Securities:

Effective upon Final Judgment, the Releasing Parties hereby completely release, acquit, and forever discharge the American Securities Released Parties from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Indirect Purchaser Settlement Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively, or in any other capacity) that the Releasing Parties ever had, now has, or hereafter can, shall, or may ever have, that exist as of the date of Final Judgment, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Consolidated Proceedings, including but not limited to the claims asserted in the Indirect Purchaser Class Plaintiffs' Consolidated Amended Complaint, dated October 17, 2016 ("Released Claims"), provided however, that nothing herein shall release claims involving or arising out of: (i) any negligence, personal injury, breach of contract, breach of warranty of fitness for a particular purpose, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities claim, or similar trade claim unrelated to claims in the Consolidated Proceedings relating to Alum; or (ii) any purchase of Alum directly from a Defendant by a member of the Indirect Purchaser Settlement Class. In other words, to the extent any Indirect Purchaser also made a purchase of Alum directly from American Securities or other Defendants in the Consolidated Proceedings, any claims arising out of that direct purchase are not released herein. During the period after the expiration of the deadline for submitting an opt-out notice as determined by the

Court, and prior to Final Judgment, the Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the American Securities Released Parties. American Securities further agrees that it will not file any suit or seek any damages against the Releasing Parties that arises out of or relates in any way to the institution, prosecution, or settlement of the Released Claims against the Settling Defendants. The release of the Released Claims will become effective as to all Releasing Parties upon Final Judgment. Upon Final Judgment, the Releasing Parties further agree that they will not file any other suit against the American Securities Released Parties arising out of or relating to the Released Claims.

C&S Chemicals:

Upon Final Judgment and in consideration of payment of the Settlement Funds into the Indirect Purchaser Escrow Account, and for other valuable consideration, and provided that C&S has not breached any of its material obligations under this Agreement (as set forth in Paragraph 10), and provided that this Agreement has not been terminated, the C&S Released Parties shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Indirect Purchaser Settlement Class Member has objected to the Settlement or makes a claim upon or participates in the Settlement Funds, whether directly, representatively, derivatively, or in any other capacity) that the IPP Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, that exist as of the date of Final Judgment, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to the facts and circumstances alleged in the Consolidated Proceedings, including but not limited to the claims, defenses, indemnities, and/or set-offs asserted in or in response to the Indirect Purchaser Class Plaintiffs' Consolidated Amended Complaint, dated October 17, 2016 ("Released Claims"), provided however, that nothing herein shall release claims against any of the C&S Released Parties involving or arising out of: (i) any negligence, personal injury, breach of contract, breach of warranty, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, or securities claim, or similar trade claim relating to Alum; or (ii) any purchase of Alum by a member of the Indirect Purchaser Class that was not an indirect purchase for end use and not for resale. In other words, to the extent any Indirect Purchaser also made a purchase of Alum directly from C&S or any of the other Defendants in the Consolidated Proceedings, any claims arising out of that direct purchase are not released herein. During the period after the expiration of the deadline for submitting an opt-out notice, as determined by the Court, and prior to Final Judgment, all IPP Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the C&S Released Parties. C&S further agrees that it will not file any suit against the IPP Releasing Parties that arises out of or relates in any way to the institution, prosecution, or settlement of the Released Claims against C&S. The release of the Released Claims will become effective as to all IPP Releasing Parties upon Final Judgment. Upon Final Judgment, the IPP Releasing Parties further agree that they will not file any other suit against the C&S Released Parties arising out of or relating to the Released Claims.

In addition to the provisions of the Releases, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of the Settlement Agreements, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant the Settlement Agreements, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.