
**ATTENTION ALL RESIDENTS AND REAL PROPERTY OWNERS AT
ANY TIME SINCE AUGUST 30, 2017, LOCATED WITHIN A 7-MILE
RADIUS OF THE CROSBY, TEXAS, ARKEMA INC. CHEMICAL PLANT**

This notice may affect your rights. Please read it carefully.

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

- This notice concerns a case called *Wheeler, et al. v. Arkema Inc.*, Case No. 4:17-cv-2960-KPE, pending in the United States District Court for the Southern District of Texas.
- This class action Settlement will resolve a lawsuit against Arkema Inc. (“Defendant”). The lawsuit affects all individuals who have resided or owned real property located within a seven-mile radius (measured as a straight-line distance) from the fenceline boundary of Defendant’s facility located at 18000 Crosby Eastgate Rd., Crosby, Texas 77532 (the “Class Area”), at any time since August 30, 2017 (the “Class”).
- The lawsuit contends that the fires that occurred at Defendant’s facility in Crosby, Texas, during Hurricane Harvey in August and September 2017 deposited dioxin compounds on properties surrounding the facility. The lawsuit seeks a court order to mandate that Defendant pay to test real properties located within the Class Area for dioxin compounds, pay to remove dioxin compounds from properties where tests exceed certain thresholds, and to fund a medical surveillance program.
- Defendant denies any wrongdoing. It contends that it complied with the law in all respects and at all times, and that the fires did not result in any harm to persons or property.
- To settle the case, Defendant has agreed to fund an account with more than \$20,000,000 to pay for testing of real properties located within the Class Area for dioxin compounds, if requested by a Class Member who currently owns the real property, and, depending on eligibility criteria, to have dioxin compounds removed from real properties located within the Class Area. In addition, Defendant agreed to fund an account with \$1,700,000 to pay for an anonymized epidemiological study that will track the potential for future development of certain chronic diseases that all Class Members will have the opportunity to participate in.
- The lawyers who brought the lawsuit (“Class Counsel”) will ask the Court to award them \$8,500,000 in Attorneys’ Fees and \$1,862,175.06 in Attorneys’ Expenses, to be paid by Defendant, for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask for \$200,000 for the individuals who brought this lawsuit. This payment is called the “Class Representatives Incentive Award.” These funds are in addition to the amounts available for property testing and remediation and the disease study.

Questions? Visit crosbyharveysettlement.com or call 855-711-2079.

- Your legal rights are affected whether or not you act. Read this notice carefully.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at crosbyharveysettlement.com, or contact the Settlement Administrator at 501 Riverchase Parkway East, Ste. 100, Hoover, AL 35244 or by telephone at 855-711-2079.

**PLEASE DO NOT CALL THE COURT OR THE COURT CLERK’S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT**

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File Objection	Write to the Court about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written objection by the Objection Deadline).	April 22, 2024
Go to a Hearing	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written objection by the Objection Deadline noted above).	June 6, 2024
Do Nothing	You will receive the benefit of the Settlement if the Court approves it. If you are a Class member, you will have the opportunity to participate in an anonymized epidemiological study to track the potential for future development of certain diseases. If you currently own real property located within a seven-mile radius of the fenceline boundary of the Crosby, Texas, Arkema Inc. Chemical Plant, you will be eligible to have your real property tested for dioxin compounds, if you request, and, depending on eligibility criteria, you will be eligible to have dioxin compounds removed from your real property (each subject to fund availability).	

- These rights and options—and deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The benefits of the Settlement will be provided to Class Members only if the Court approves the Settlement. If there are appeals, these benefits will not be provided until the appeals are resolved and the Settlement becomes effective. Please be patient.

Questions? Visit crosbyharveysettlement.com or call 855-711-2079.

- **Final Approval Hearing**

On June 6, 2024, at 10 a.m., the Court will hold a hearing to determine: (1) whether the Settlement should be approved as fair, reasonable, and adequate, and should receive final approval; (2) whether Class Counsel’s application for Attorneys’ Fees and Attorneys’ Expenses should be granted; and (3) whether the application for the Class Representatives Incentive Award should be granted. The hearing will be held in the United States District Court for the Southern District of Texas, Houston Division, before the Honorable Keith P. Ellison, 515 Rusk Avenue, Houston, TX 77002, in Courtroom 3716 on the 3rd Floor, or such other judge assigned by the Court. This hearing date may change without further notice to you. Consult the Settlement Website at crosbyharveysettlement.com, or the Court docket in this case available through Public Access to Court Electronic Records (“PACER”) (<http://www.pacer.gov>), for updated information on the hearing date and time.

Important Dates

April 22, 2024 | Objection Deadline
June 6, 2024 | Final Approval Hearing

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Questions? Visit crosbyharveysettlement.com or call 855-711-2079.

1. How Do I Know If I Am Affected By The Settlement?

This case is about fires that occurred at Defendant’s facility located at 18000 Crosby Eastgate Rd., Crosby, Texas 77532, during Hurricane Harvey in late August and early September 2017. If you resided or owned a real property located within a seven-mile radius (measured as a straight-line distance) of the fenceline boundary of that facility at any time since August 30, 2017, you are a member of the Class.

On May 18, 2022, the Court certified a Class defined as “All residents and real property owners located within a 7-mile radius of the Crosby, Texas, Arkema Inc. Chemical Plant.” Excluded from the Class are: (a) the Honorable Keith P. Ellison and the Honorable Dena Palermo, any member of their staff who worked directly on this litigation, and any member of their immediate families; (b) counsel for the parties to the lawsuit, any member of their respective staff who worked directly on the this litigation, and any member of their immediate families; (c) any government entity; (d) any entity or real property in which Defendant has a controlling interest; and (e) any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

2. What Is The Lawsuit About?

A lawsuit was brought by Plaintiffs against Defendant following fires that occurred at Defendant’s facility located at 18000 Crosby Eastgate Rd., Crosby, Texas 77532, during Hurricane Harvey in late August and early September 2017. Plaintiffs allege that the fires caused harm to persons and property. Defendant denies that there is any factual or legal basis for Plaintiffs’ allegations. Plaintiffs contend that the fires deposited dioxin compounds on properties surrounding Defendant’s Crosby facility at a level that poses a risk to human health or the environment. Defendant contends that the fires did not result in any harm or risk of harm to persons or property. In the lawsuit, Defendant has asserted defenses to the claims raised by Plaintiffs on behalf of the Class. The Court has not determined whether Plaintiffs or Defendant is correct.

This lawsuit is a class action. A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more people—sometimes called “class representatives”—sue on behalf of people who may have similar claims. All of the people who may have similar claims form a “class” and are “class members.” A settlement in a class action—if approved by the Court as fair, reasonable, and adequate—resolves the claims for all class members.

3. Why Is There A Lawsuit?

Although Defendant denies that there is any legal entitlement to any relief, Plaintiffs contend that the fires at Defendant’s Crosby facility deposited dioxin compounds on properties

surrounding Defendant's Crosby facility at a level that poses a risk to human health or the environment. Among other things, the lawsuit seeks a court order to mandate that Defendant pay to test real properties located within the Class Area for dioxin compounds, pay to remove dioxin compounds from properties where tests exceed certain thresholds, and fund a medical surveillance program.

4. Why Is This Case Being Settled?

The Court has not decided in favor of either side in the lawsuit. Neither Plaintiffs nor Defendant has won or lost.

Instead, Class Counsel have investigated the facts and applicable law concerning the Plaintiffs' and Class's claims and Defendant's defenses over the course of six years of litigation and determined that the proposed Settlement is in the best interests of the Class. Plaintiffs filed their original lawsuit on October 3, 2017. On June 3, 2019, following extensive fact and expert investigation by the Parties, the Court certified classes for property damages, property remediation, and medical surveillance. Defendant successfully appealed that class-certification decision, and the United States Court of Appeals for the Fifth Circuit decertified the classes on January 22, 2021. On May 18, 2022, following additional fact and expert investigation by the Parties, the Court certified classes for property remediation and medical surveillance, but denied certification for the requested property damages class. The case was then set to proceed to trial.

During six years of litigation, Class Counsel have conducted a thorough examination and investigation into the facts and law at issue. The parties participated in mediation sessions with the Honorable Dena Palermo, United States Magistrate Judge for the Southern District of Texas.

Class Counsel and counsel for Defendant have determined that continuing the litigation would present significant risks to both sides. For example, Class Counsel have concluded that there may be substantial difficulties establishing that any dioxin compounds deposited on properties from the fires at Defendant's Crosby facility pose an imminent and substantial threat to human health or the environment. And both sides want to avoid the uncertainty, delay, and expense of continuing to litigate.

The Parties have engaged in mediation and several rounds of settlement discussions. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the Plaintiffs' claims be settled and dismissed on the terms of the Settlement Agreement.

Plaintiffs and Class Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate, and that the Settlement is in the best interest of the Class Members. The Settlement allows all Class Members to have the opportunity to participate in an anonymized epidemiological study to track the potential for future development of certain diseases. And Class Members who currently own real property located within a seven-mile radius of the fenceline boundary of the Crosby, Texas, Arkema Inc. Chemical Plant, will be eligible to have their real property tested for dioxin compounds, if they request that, and, depending on eligibility criteria, will be eligible to have dioxin compounds removed from their real property (each subject to fund availability).

5. What Can I Get In The Settlement?

Class Members who currently own real property located within a seven-mile radius of the fenceline boundary of the Crosby, Texas, Arkema Inc. Chemical Plant (measured as a straight-line distance), will be eligible to have their real property tested for dioxin compounds, if they request that, and, depending on eligibility criteria, will be eligible to have dioxin compounds removed from their real property (each subject to fund availability).

In addition, all Class Members will have the opportunity to participate in an anonymized epidemiological study to track the potential for future development of certain diseases.

6. How Do I Participate In The Settlement?

Information regarding how to participate in the Settlement is available on the Settlement Website at crosbyharveysettlement.com.

7. How Can I Take Advantage Of The Benefits Provided For By The Settlement?

If the Court approves the Settlement and there are no appeals, then Class Members will be able to take advantage of the benefits provided for by the Settlement approximately 31 days after the Court enters its Final Approval Order. If the Court approves the Settlement and an appeal is taken, and the Settlement is upheld on appeal, then Class Members will be able to take advantage of the benefits provided for by the Settlement approximately three business days after the conclusion of the appeal. But if the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no benefits of the Settlement will be available.

8. What Do Plaintiffs And Their Lawyers Get?

To date, Class Counsel have not been compensated for any of their work on this case. As part of the Settlement, Class Counsel may apply to the Court to award them up to \$8,500,000 from Defendant to pay their Attorney's Fees, and up to \$2,000,000 to reimburse their Attorneys' Expenses. Defendant has the right to object to Class Counsel's Application for Attorneys' Fees if it is in an amount that exceeds \$8,500,000, and to object to Class Counsel's Application for Attorneys' Expenses if it is in an amount that exceeds \$2,000,000. An award to Class Counsel does not reduce the funds available for Class benefits.

In addition, the named Class Representatives in this case may apply to the Court for a Class Representatives Incentive Award up to \$200,000 total. This payment is designed to compensate the named Class Representatives for the time and effort they undertook in pursuing this litigation to the benefit of the Class. Any Class Representatives Incentive Award does not reduce the funds available for Class benefits.

Questions? Visit crosbyharveysettlement.com or call 855-711-2079.

A copy of Class Counsel's motion for an award for Attorneys' Fees and Attorneys' Expenses, and for a Class Representative Incentive Award is available on the Settlement Website: crosbyharveysettlement.com. The Court will determine the amount of Attorneys' Fees, Attorneys' Expenses, and Class Representatives Incentive Award.

9. What Happens If The Settlement Is Approved?

If you are a Class Member and the Settlement is ultimately approved, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the releases in the Settlement. This means that in exchange for being a Class Member and being eligible for the benefits in the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant and/or any of the Released Parties that involves the same legal claims as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case.

If the Settlement is ultimately approved, being a Class Member means that you agree to the following terms of the Settlement that describe exactly the legal claims that you give up:

- a. Upon Final Approval, Class Members other than the Class Representatives, and all other persons acting or purporting to act on a Class Member's behalf, including but not limited to the Class Member's parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate, shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, or liabilities, known or unknown, that arise directly or indirectly out of, or in any way relate to the Litigation or the Allegations that (1) seek injunctive, declaratory, equitable, or other non-monetary relief, of any nature whatsoever arising under any legal theory or claim whatsoever, whether by common law, statute, or otherwise; (2) arise under the Resource Conservation and Recovery Act or the Comprehensive Environmental Response, Compensation, and Liability Act; and/or (3) are brought in a representative or collective capacity, of any nature whatsoever arising under any legal theory or claim whatsoever, whether by common law, statute, or otherwise, and seeking any relief of any nature whatsoever. Upon Final Approval, Settlement Class Members shall be forever barred from initiating, maintaining, or prosecuting any Released Claims against the Released Parties.
- b. Class Members shall, by operation of Final Approval Order and Final Judgment, be deemed to have waived the provisions, rights and benefits of California Civil Code Section 1542, and any similar law of any state or territory of the United States or principle of common law, but only with respect to the matters released as set forth above. California Civil Code Section 1542 provides:

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A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Class Members shall, by operation of the Final Approval Order and Final Judgment, be deemed to assume the risk that facts additional, different, or contrary to the facts that each believes or understands to exist, may now exist, or may be discovered after the release set forth in this Agreement becomes effective, and the Parties and Class Members shall, by operation of the Final Approval Order and Final Judgment, be deemed to have agreed that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the foregoing releases, which shall remain in full force and effect.

- c. Class Members agree and covenant not to sue any Released Parties with respect to any of the Released Claims set forth above, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum. Each Class Member will be deemed to have agreed and covenanted not to sue any Released Parties with respect to any of the Released Claims as set forth above, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.
- d. Class Members shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.
- e. The term “Released Parties” as used above includes Defendant and its current and former parent companies, subsidiaries, affiliates, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers, past, present and future, and all persons acting under, by, through, or in concert with any of them.

The full text of the Settlement Agreement, which includes all of the provisions about settled claims and releases, is available on the website: crosbyharveysettlement.com.

10. How Do I Object To The Settlement?

You can ask the Court to deny approval of the Settlement by timely filing an objection with the Court. You can't ask the Court to require a larger or different Settlement; the Court can only approve or disallow the Settlement. If the Court denies approval to the Settlement, no Class Members will receive the benefits of the Settlement, and the lawsuit will continue.

You can also ask the Court to disapprove the requested Attorneys' Fees, Attorneys' Expenses, and/or Class Representatives Incentive Awards. If any of those payments are

disapproved or reduced, no additional benefits will be made available to the Class. Instead, any amounts disapproved for Attorneys' Fees will be retained by Defendant, any amounts disapproved for Attorneys' Expenses will remain available and earmarked to pay for Administration Costs incurred by the Settlement Administrator, and any amounts disapproved for Class Representatives Incentive Awards will be donated in equal amounts to Houston Wilderness, Buffalo Bayou Partnership, Coastal Prairie Conservancy, Galveston Bay Foundation, and Armand Bayou Nature Center.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. **If you want to raise an objection to the Settlement at the Final Approval Hearing, you must submit that objection in writing, by the Objection Deadline, which is April 22, 2024, to the Clerk of Court, United States District Court for the Southern District of Texas, 515 Rusk Avenue, Houston, TX 77002, postmarked or filed via the Court's electronic filing system (ECF).**

To be valid, an objection must include: (a) a reference to this case, *Shannan Wheeler, et al. v. Arkema Inc.*, Case No. 4:17-2960-KPE (S.D. Tex.), and the name of the presiding Judge, the Hon. Keith P. Ellison; (b) your name, address, telephone number, and, if available, email address, and, if you are represented by counsel, your counsel's name, address, telephone number, email, and bar number; (c) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (d) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel; (e) a statement of your membership in the Class; (f) a detailed list of any other objections submitted by you, or your counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years; and (g) your signature, even if the objection is submitted through counsel. If you or your counsel have not objected to any other class action settlement in any court in the United States in the previous five (5) years, you shall affirmatively state so in the written materials provided in connection with the objection to this Settlement. This information is material to the Court's consideration of the Settlement; failure to include this information and documentation may be grounds for overruling and rejecting the objection.

You have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at your own expense. However, if you wish to object to the Settlement Agreement at the Final Approval Hearing (either personally or through counsel), you must submit a timely written objection in compliance with the requirements above. In addition, if you are objecting, to appear in person or by counsel at the Final Approval Hearing, you must include in your objection a Notice of Intention to Appear. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you (or your counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who fails to submit a proper Notice of Intention to Appear will not be heard during the Final Approval Hearing.

If you fail to comply with these requirements or fail to submit your objection and Notice of Intention to Appear by the deadline April 22, 2024, you may be deemed to have waived all objections and may not be entitled to speak at the Final Approval Hearing on June 6, 2024.

You do not need to appear at the Final Approval Hearing or take any other action to indicate your approval of the Settlement Agreement.

11. When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on June 6, 2024 to consider whether to approve the Settlement. The hearing will be held in the United States District Court for the Southern District of Texas, Houston Division, before the Honorable Keith P. Ellison, 515 Rusk Avenue, Houston, TX 77002, in Courtroom 3716 on the 3rd Floor, or such other judge assigned by the Court.

The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at crosbyharveysettlement.com or the Court docket in this case available through the Public Access to Court Electronic Records (“PACER”) (<http://pacer.gov>), for updated information on the hearing date and time.

12. How Do I Get More Information?

You can inspect many of the Court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through PACER (<http://pacer.gov>).

You can contact the Settlement Administrator at 501 Riverchase Parkway East, Ste. 100, Hoover, AL 35244 or by telephone at 855-711-2079.

You can also obtain additional information by contacting Class Counsel:

Mike Stag and Ashley Liuzza
Stag Liuzza
365 Canal St #2850
New Orleans, LA 70130
Telephone: (504) 593-9600
<https://stagliuzza.com/>

Please do not address any questions about the Settlement or Litigation to the Clerk of Court or the Judge.