

**NOTICE OF CLASS ACTION AND OF PROPOSED PARTIAL END-PAYOR SETTLEMENTS**

**If you purchased liquid aluminum sulfate,  
the partial settlement of a class action lawsuit may affect your rights.**

*This Notice is being provided by Order of the U.S. District Court.*

*It is not a solicitation from a lawyer. You are not being sued.*

A lawsuit is pending in the United States District Court for the District of New Jersey (“the Court”) against the following Defendants, General Chemical Corporation; General Chemical Performance Products, LLC; General Chemical LLC, GenTek Inc., Chemtrade Logistics Income Fund; Chemtrade Logistics Inc., Chemtrade Chemicals Corporation; American Securities, and Chemtrade Chemicals US, LLC.; Chemtrade Solutions, LLC; C&S Chemicals, Inc., USALCO, LLC, Kemira Chemicals, Inc., Southern Ionics, Inc., GEO Specialty Chemicals, Inc., Frank A. Reichl, Vincent J. Opalewski, Alex Avraamides, Amita Gupta, Milton Sundbeck, Kenneth A. Ghazey, Brian C. Steppig, American Securities LLC, Matthew Lebaron, and Scott Wolff.

Plaintiffs City of Homestead, Florida and City of Creston Water Works Department (the “Indirect Purchaser Class Plaintiffs”) in the lawsuit claim that Defendants hurt competition and violated the antitrust, consumer protection, and other laws of certain states and territories by allocating customers and markets and fixing the price of liquid aluminum sulfate, thereby causing indirect purchasers to pay too much for liquid aluminum sulfate (“Alum”) in those states and territories. Defendants deny any wrongdoing.

A Settlement has been reached between the Indirect Purchaser Class Plaintiffs and Defendant GEO Specialty Chemicals Inc. (“GEO”), Kenneth A. Ghazey (“Ghazey”) and Brian C. Steppig (“Steppig”) (collectively, the “GEO Settling Parties”) (the “Settlement Agreement”). The lawsuit will continue against the other Defendants (collectively, “Non-Settling Defendants”).

**PROPOSED CLASS**

This Notice (the “Partial Settlement Notice”) provides notice of the proposed settlement with the GEO Settling Parties on behalf of the members of the Indirect Purchaser Settlement Class (defined below). As described below, if you are a member of the Indirect Purchaser Settlement Class, you may object to the respective partial settlement. At this time the Indirect Purchaser Settlement Class is defined as:

All persons or entities 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, and Wisconsin (the “Indirect Purchaser States”), who indirectly purchased Alum, not for resale, which was manufactured, produced or supplied by Defendants or their unnamed co-conspirators from January 1, 1997 through February 28, 2011.

Excluded from the Class are Defendants and co-conspirators and their respective parents, subsidiaries, and affiliates

The Settlement described in this Notice pertains only to **indirect** purchasers of Alum. There is another lawsuit pending in the same Court that was brought on behalf of **direct purchasers**, which are entities that purchased Alum directly from a Defendant. The direct purchasers have also reached a settlement with the

GEO Settling Parties. Information about the indirect purchaser settlement can be found by visiting the website [www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com).

You may be a member of the Indirect Purchaser Settlement Class if, during the period from January 1, 1997 through February 28, 2011 (the “Class Period”):

As a Consumer, you indirectly purchased or paid for some or all of the purchase price for Alum (*e.g.*, you purchased Alum from distributors or from direct purchasers) which was manufactured, sold or supplied by Defendants or their unnamed co-conspirators.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b>	This option allows you to exclude yourself from the Indirect Purchaser Settlement Class and instead file a lawsuit against the GEO Settling Parties that asserts claims related to the allegations or claims in this case. The exclusion deadline is October 2, 2018. Please consult <a href="http://www.LiquidAluminumSulfate.com">www.LiquidAluminumSulfate.com</a> for any updates on deadlines.
<b>OBJECT TO THE SETTLEMENT</b>	Do not exclude yourself. Write to the Court and explain what you do not like about the Settlement. The objection deadline is October 2, 2018. Please consult <a href="http://www.LiquidAluminumSulfate.com">www.LiquidAluminumSulfate.com</a> for any updates on deadlines.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement. Your notice of intention to appear at the Final Approval Hearing must be postmarked no later than October 2, 2018. Please consult <a href="http://www.LiquidAluminumSulfate.com">www.LiquidAluminumSulfate.com</a> for any updates on deadlines.
<b>DO NOTHING</b>	Give up rights to be part of any other lawsuit that asserts claims related to the allegations or claims against the GEO Settling Parties in this case.

**THESE RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE EXPLAINED IN THIS NOTICE.**

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**BASIC INFORMATION ABOUT THE LAWSUIT AND SETTLEMENTS**

**1. Why did I get this Notice?**

You received this Notice because you requested it or records indicate that you may be a member of the Indirect Purchaser Settlement Class. A Settlement has been reached with the GEO Settling Parties. The lawsuit against the Non-Settling Defendants is currently ongoing. All GEO Settling Parties deny any wrongdoing. You are not being sued. This Notice describes the lawsuit, the Settlement of this case against the GEO Settling Parties, and the rights and options you have now.

**2. What is the lawsuit about?**

The lawsuit is about the price of liquid aluminum sulfate and whether its manufacturers conspired to fix, stabilize or maintain its price and allocate customers for the product.

The GEO Settling Parties deny these claims.

**3. What is the current status of the lawsuit?**

Plaintiffs have agreed to a Settlement with the GEO Settling Parties. The lawsuit is currently pending in the United States District Court for the District of New Jersey before United States District Judge Jose Linares. The case name is *In re Liquid Aluminum Sulfate Antitrust Litigation*, and the civil action number is 16-md-2687. The Court has set a Final Fairness Hearing for the proposed Settlement on November 14, 2018 at 10:00 a.m. eastern time. Please consult [www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com) for any updates on deadlines.

**4. What does the Settlement provide?**

**The GEO Settling Parties agreed to pay into an Escrow Account the sum of up to \$4,375,000 as follows:**

- a) Initial Payment. GEO shall use its best efforts to cause its insurers to pay \$801,074 directly into the Indirect Purchaser Escrow Account within thirty (30) days of Final Judgment. GEO shall also pay \$898,926 into the Indirect Purchaser Escrow Account (collectively, the “First Installment”). If either GEO or GEO’s insurers for any reason do not timely make the above-referenced payments, such non-payment shall constitute a material breach of the Agreement [as set forth] pursuant to Paragraph 10 of the Settlement Agreement.

b) Additional Payment. GEO shall make one additional payment of \$1,675,000 that shall be paid into the Indirect Purchaser Escrow Account on or before the first anniversary of the First Installment. The Indirect Purchaser Class Plaintiffs and the Indirect Purchaser Settlement Class agree not to oppose receiving this payment before the first anniversary of the First Installment, if GEO chooses to make payment before that date. If GEO for any reason does not timely make the above-referenced payments, such non-payment shall constitute a material breach of the Settlement Agreement, justifying termination of the Agreement [as set forth] pursuant to Paragraph 10 of the Settlement Agreement.

c) GEO Marketing Effort and Sale Proceeds. GEO will undertake a marketing process for a sale of all or substantially all of its equity interests, a merger of GEO and another entity, or a sale of all or substantially all of its assets (collectively, a “Sale”) that will commence no later than thirty (30) days after entry of Final Judgment. The marketing process will be conducted by a nationally-recognized investment banking firm selected by GEO and reasonably acceptable to the Indirect Purchaser Class Plaintiffs. Interim IPP Lead Counsel will be afforded reasonable information rights regarding the status of the marketing effort, subject to Interim IPP Lead Counsel agreeing to a confidentiality agreement. If this marketing process is successful, upon the closing of the Sale, the Indirect Purchaser Settlement Class shall be entitled to receive from GEO additional compensation pursuant to an equity value formula up to \$1,000,000.

**5. What are members of the Indirect Purchaser Settlement Class giving up in exchange for the Settlement?**

In exchange for the Settlement, members of the Indirect Purchaser Settlement Class will agree to a “Release of Claims” against the GEO Settling Parties as follows:

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 the GEO Settling Parties have not breached any of their material obligations under the Settlement Agreement, and provided that the Settlement Agreement has not been terminated, the GEO 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 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 (“Released Claims”), provided however, that nothing herein shall release claims involving or arising out of: (i) any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities or similar claim relating to Alum; or (ii) any purchase of Alum by a member of the Indirect Purchaser Settlement Class that was not an indirect purchase. In other words, to the extent any Indirect Purchaser also made a purchase of Alum directly from Geo 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 Releasing Parties shall be preliminarily enjoined and barred from asserting any Released Claims against the GEO Released Parties. The GEO Settling Parties further agree that they will not file any suit against the Releasing Parties and their current and former, direct and indirect, parents, subsidiaries, affiliates, directors, officers, shareholders, and employees arising out of or relating to the Released Claims. 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 GEO Released Parties arising out of or relating to the Released Claims.

In addition to the provisions of Paragraph 15 of the Settlement Agreement, 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 Paragraph 15 of the Settlement Agreement, 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 to Paragraph 15 of the Settlement Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

The Settlement Agreement, available at [www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com) fully describes the Settlement and the Released Claims. If you have any questions, you can talk with the lawyers listed in Question 18 for free, or you can, of course, talk with your own lawyer if you have questions about what this means.

#### DETERMINING IF YOU ARE A MEMBER OF THE CLASS

6. **I am a person or entity who purchased or paid for liquid aluminum sulfate; how do I know if I am a member of the Class?**

You may be a member of the Indirect Purchaser Settlement Class if:

- From January 1, 1997 through February 28, 2011, in the Indirect Purchaser States, you indirectly purchased or paid for some or all of the purchase price, not for resale, of liquid aluminum sulfate manufactured or sold by the GEO Settling Parties.
- The following are **NOT** members of the Class:

Defendants and co-conspirators and their respective parents, subsidiaries, and affiliates.

#### YOUR SETTLEMENT OPTIONS AS A MEMBER OF THE CLASS

7. **How much money can I get?**

At this time, it is unknown how much each eligible Class Member that submits a valid claim will receive. Payments will be based on a number of factors, including the number of valid claims filed by all eligible Class Members and the dollar value of each eligible Class Member's purchase(s) in proportion to the total claims filed. No matter how many claims are filed, no money will be returned to the GEO Settling Parties

once the Court finally approves the Settlement. And no additional money will be paid by GEO Settling Parties to the Indirect Purchaser Settlement Class. To receive a payment, you will need to file a valid claim form before the claims period ends. The claims period has not yet begun. A Notice about the claims process will be provided at a later date as ordered by the Court.

**8. When will I get a payment?**

No money will be distributed yet. The lawyers for the Plaintiffs will continue to pursue the lawsuit against the Non-Settling Defendants. All Settlement Funds that remain after payment of the Court-ordered attorneys’ fees, incentive awards, costs, and expenses will be distributed at the conclusion of the lawsuit or as ordered by the Court.

**9. What are my options as a member of the Class?**

If you are a member of the Indirect Purchaser Settlement Class, you can choose to do nothing, exclude yourself from the Indirect Purchaser Settlement Class, or object to the Settlement.

**10. What does it mean to object?**

Objecting is telling the Court that you don’t like something about the proposed Settlement. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision.

**11. How do I object to the proposed Settlement?**

To object, you must prepare and sign a written objection that includes: (1) the case name and number (“*In re Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687”); (2) your full name, current address, and telephone number; (3) a written statement of your objections and the specific reasons for each; (4) any supporting papers, evidence, or documents; (5) a statement of whether you intend to appear and present your objections at the Fairness Hearing (see Question 21); and (7) your signature. You must file your objection with the Court no later than October 2, 2018, and mail copies to Class Counsel and Defense Counsel postmarked by October 2, 2018.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
The Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, NJ 07101	Jay B. Shapiro Steams Weaver Miller Weissler Alhadeff & Sitterson, P.A. Museum Tower 150 West Flagler Street, Suite 2200 Miami, FL 33130  Marvin A. Miller Miller Law LLC 115 S. LaSalle Street, Suite 2910 Chicago, IL 60603	James H. Mutchnik Kirkland & Ellis LLP 300 North LaSalle Chicago, IL 60654  Robert F. Ware Thompson Hine 3900 Key Center 127 Public Square Cleveland, Ohio 44114  Nicholas Theodorou Foley Hoag LLP 155 Seaport Blvd. Boston, MA 02210  J. Bruce Maffeo Cozen O’Connor 45 Broadway Atrium, Suite 1600 New York, NY 10006

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. What does it mean to request to be excluded from the Indirect Purchaser Settlement Class?

If you do not want to be part of the Settlement and you want to keep your right to sue the GEO Settling Parties relating to the allegations in *In re Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 concerning the alleged anticompetitive conduct, then you must take steps to remove yourself from the Indirect Purchaser Settlement Class. This is called excluding yourself, or “opting out” of the Indirect Purchaser Settlement Class. If you exclude yourself, you will not receive any payment or anything else from the Settlement.

### 13. How do I get out of the Settlement? (Excluding yourself.)

To exclude yourself from the Settlement, you must send a letter by mail saying that you wish to be excluded from the Indirect Purchaser Settlement Class in *In re Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687. You must include your name, address, telephone number, and signature. You cannot exclude yourself on the telephone or by email. You must mail your Request for Exclusion, postmarked no later than October 2, 2018, to:

In re Liquid Aluminum Sulfate Antitrust Litigation (Indirect Purchaser Action)  
EXCLUSIONS  
P.O. Box 173001  
Milwaukee, WI 53217

### 14. What is the legal significance of excluding myself?

If you exclude yourself, you will not be legally bound by the Settlement with the Indirect Purchaser Settlement Class from which you exclude yourself. You may be able to sue the GEO Settling Parties in the future.

### 15. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the GEO Settling Parties for the claims that the Settlement with them resolve. You must exclude yourself from the Indirect Purchase Settlement Class to be able to bring your own, separate lawsuit(s) against the GEO Settling Parties. Remember, the exclusion deadline is October 2, 2018.

### 16. What's the difference between objecting and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Indirect Purchaser Settlement Class. In contrast, excluding yourself is telling the Court that you do not want to be part of the Indirect Purchaser Settlement Class. If you exclude yourself from the Indirect Purchaser Settlement Class, you have no basis to object to the Settlement because the action no longer affects you with regard to the Indirect Purchaser Settlement Class.

## IF YOU DO NOTHING

### 17. What happens if I do nothing at all?

If you do nothing, and the Court approves the Settlement, you will be bound by its terms. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against the GEO Settling Parties concerning or relating to the claims and factual allegations that were or could have been raised in this action. The complete Settlement Agreement is available at

[www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com) and more specifically describe the Released Claims at Paragraph 15 of the Settlement Agreement.

### THE LAWYERS REPRESENTING YOU

**18. As a member of the Class, do I have a lawyer representing my interests in this Class Action and the Settlement?**

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged individually for these lawyers. They will ask the Court to approve an award for expenses in connection with the Liquid Aluminum Sulfate Antitrust Litigation. The following lawyers represent the Indirect Purchaser Settlement Class:

COUNSEL FOR THE CLASS	
Jay B. Shapiro Steams Weaver Miller Weissler Alhadeff & Sitterson, P.A. Museum Tower 150 West Flagler Street, Suite 2200 Miami, FL 33130	Marvin A. Miller Miller Law LLC 115 S. LaSalle Street, Suite 2910 Chicago, IL 60603

**19. How will the lawyers be compensated? Will the named Plaintiffs receive an incentive award?**

Class Counsel, at this time, are not seeking attorneys' fees in connection with this Settlement. Class Counsel may ask for reimbursement of expenses. Class Counsel may also ask the Court to award service awards for the class representatives of up to \$25,000.000 each from the Settlement Fund in recognition of their efforts to date on behalf of the Class.

Class Counsel may seek up to one-third of the aggregate of funds achieved for the Class, any future recovery that may occur in this Class Action against the Non-Settling Defendants. They also may ask for reasonable additional incentive awards for the named Plaintiffs from any future recovery that may occur in this Class Action against the Non-Settling Defendants.

**20. Should I get my own lawyer?**

You do not need to hire your own lawyer, but if you hire a lawyer to speak for you or appear in Court, your lawyer must file a Notice of Appearance. If you hire your own lawyer, you will have to pay for that lawyer on your own.

### THE COURT'S FINAL APPROVAL HEARING

**21. When and where will the Court determine whether to approve the Settlement?**

The Final Approval Hearing will be on November 14, 2018 at 10:00 a.m. eastern time before Judge Jose L. Linares, The Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, NJ 07101. At this Hearing, the Court will consider whether the proposed Settlement and all of its terms are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing (see Question 23). At or after the Hearing, the Court will decide whether to finally approve the proposed Settlement. There may be appeals after that. We do not know how long these decisions will take.

The time and date of the Hearing is subject to change. Please visit [www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com) for updates.

**22. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. So long as you file your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but that is not required.

**23. May I speak at the Final Approval Hearing?**

Yes. You may ask the Court to speak at the Final Approval Hearing. To do so, you must include a Notice of Intent to Appear at the Fairness Hearing with your objection (see Question 11). You must provide copies of any documents you intend to rely upon, including the names and addresses of any witnesses who will appear at the Fairness Hearing, and the name of any counsel representing you as an objector. Ultimately, the Court will decide who will be allowed to speak at the Fairness Hearing.

**GETTING MORE INFORMATION**

**24. Where do I get more information?**

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk's office. The address is: The Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, NJ 07101. Judge Jose L. Linares for the United States District Court for the District of New Jersey is overseeing the Class Action. You can also review relevant Decisions and Orders online at [www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com).

Additional information about the Class Action and proposed Settlement is available on the case website at [www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com), or you can call the Settlement Administrator toll-free at 1-866-217-4455. *Please do not contact the Court or Judge Linares.*

**For more information, call the Settlement Administrator at 1-866-217-4455, or go to [www.LiquidAluminumSulfate.com](http://www.LiquidAluminumSulfate.com).**

DATED: July 25, 2018

BY ORDER OF THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY