

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 1873  
SECTION "N-5"**

**JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO ALL CASES**

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**JOINT MOTION FOR FINAL APPROVAL  
OF MANUFACTURER CLASS SETTLEMENT**

NOW INTO COURT, through undersigned counsel, come the Plaintiffs' Steering Committee ("PSC"), on behalf of the Class,<sup>1</sup> and settling Manufacturer Defendants, who for the reasons more fully set forth in the memorandum submitted herewith, respectfully request that the Court give final approval to this class settlement pursuant to the provisions of Federal Rules of Civil Procedure 23 and the applicable jurisprudence.

Respectfully submitted:

**FEMA TRAILER FORMALDEHYDE PRODUCT  
LIABILITY LITIGATION**

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<sup>1</sup> Any capitalized term used herein shall have the meaning set forth in the "Definitions" section of the Stipulation of Settlement (Rec. Doc. 25226-1).

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STEERING COMMITTEE**

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 25, 2012, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to all counsel of record who are CM/ECF participants. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to all counsel of record who are non-CM/ECF participants.

s/Gerald E. Meunier

GERALD E. MEUNIER, #9471

**UNITED STATES DISTRICT COURT  
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**MEMORANDUM OF LAW IN SUPPORT OF  
JOINT MOTION FOR FINAL APPROVAL  
OF PROPOSED CLASS SETTLEMENT**

The Plaintiffs' Steering Committee ("PSC"), on behalf of the Class<sup>1</sup> and jointly with the settling Manufacturer Defendants, submit this Memorandum of Law in Support of the Joint Motion for Final Approval of Proposed Class Settlement.

**I. FACTUAL AND PROCEDURAL BACKGROUND**

After the landfalls of Hurricanes Katrina and Rita, the homes of thousands of people who resided along the Gulf Coast were rendered uninhabitable, leaving these people homeless. The Federal Emergency Management Agency ("FEMA") provided housing for these people, in part by acquiring emergency housing units ("EHUs") manufactured by the settling Defendants. Plaintiffs in this lawsuit are those people who resided in EHUs manufactured by the settling Defendants. They allege they have been injured from exposure to formaldehyde in those homes. Settling Defendants deny these allegations.

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<sup>1</sup> Any capitalized term used herein shall have the meaning set forth in the "Definitions" section of the Stipulation of Settlement (Rec. Doc. 25226-1).

This Multi-District Litigation proceeding (“MDL”) has been pending for several years. It originally began as hundreds of individual cases filed in state and federal courts throughout Louisiana, Alabama, Mississippi and Texas. Those individual actions were removed and transferred into the MDL in October, 2007. Plaintiffs have filed a number of individual lawsuits against the Settling Defendants that are included in the MDL. These lawsuits are referred to as the “Pending Actions.”

The Parties have engaged in substantial field testing, discovery, document exchanges, and several years of motion practice. Two significant events have occurred in this case leading to the present settlement arrangement: (1) this Court denied certification of a litigated class action; and (2) the Parties have conducted three bellwether trials, all of which have resulted in a defense verdict.

Based upon these case developments, together with substantial discovery consisting of almost 100 depositions and approximately 40,000 pages of documents exchanged between the Parties, Plaintiffs and Defendants have obtained sufficient information to reasonably assess the merits of their respective claims and defenses. (Rec. Doc. 25646-5, Declaration of Gerald Meunier ¶ 3.) On this basis, they proceeded with negotiations for a global settlement of the Action and the Pending Actions.

At the request of the Parties, the Court Ordered a sequence of mediations with the Settling Defendants mediated by Court-appointed mediators, John Perry and Daniel Balhoff in the litigation “to assist the plaintiffs and certain manufacturing defendants who chose to engage in settlement discussions to conduct mediation in short order” and for the purposes of exploring the potential for global settlement. (Rec. Doc. 23958.) John Perry and Daniel Balhoff were heavily involved in all stages of the settlement negotiations. They met both privately and jointly

with counsel for the Plaintiffs and Settling Defendants in New Orleans, Louisiana. They held multiple meetings and/or conference calls with counsel and client representatives present for the purpose of discussing various aspects of settlement. The Parties reached settlements with each of the Settling Defendants between the summer of 2011 and the winter of 2012 after in some cases months of negotiating. Settlement negotiations were hard fought and conducted at arms-length. “Counsel for both sides vigorously represented their clients’ interests during the negotiations.” (Rec. Doc. 25646-6, Declaration of Daniel J. Balhoff ¶ 2.)

In negotiating this settlement, it is the consensus of the Parties that the certification of a settlement class,<sup>2</sup> the deposit of the proposed Total Settlement Fund, and the Court’s supervision thereof pending distribution of the Fund will result in the greatest benefit to the Class Members, while also ensuring the final resolution of this matter for the Parties involved.

On April 13, 2012, the Parties filed a Stipulation of Settlement (Rec. Doc. 25226-1) and a Joint Unopposed Motion for Preliminary Approval of Proposed Class Settlement (Rec. Doc. 25226). In connection with that filing, the Parties also filed declarations by Gerald Meunier (Rec. Doc. 25226-14), John W. Perry, Jr. (Rec. Doc. 25226-15), and James Percy (Rec. Doc. 25226-16), all of which are evidence in support of final approval of the proposed settlement. The Parties subsequently filed a Motion to Amend and Supplement Existing Motion for Preliminary Approval of Proposed Class Settlement (Rec. Doc. 25646). In connection with that filing, the Parties filed declarations by Gerald Meunier (Rec. Doc. 25646-5), Dan Balhoff (Rec. Doc. 25646-6), and James Percy (Rec. Doc. 25646-7), all of which are also evidence in support of final approval of the proposed settlement. This Court entered an Order preliminarily approving this proposed settlement on May 31, 2012. (Rec. Doc. 25666.)

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<sup>2</sup> Defendants continue to deny that certification of a litigated class is appropriate.

## **II. SUMMARY OF PROPOSED CLASS SETTLEMENT**

Subject to the Court's Final Order and Judgment, the Settlement Agreement provides, *inter alia*, that: (1) Defendants will pay a total of \$37,468,574.16, the "Total Settlement Fund," for the settlement of all Released Claims, composed of individual settlement funds to be paid by individual defendants and/or groups of defendants and their insurers;<sup>3</sup> (2) Court-appointed Special Master Dan Balhoff shall determine the availability of Class Relief to each Class Member from the settlement fund provided by the Settlement Group to which they are connected based on the Special Master's evaluation of the Claim Form and other materials submitted by the Claimant and according to the Class Benefit Formula (Rec. Doc. 25866); (3) the Special Master shall be authorized by the PSC to determine each Class Representative's Award, with Court approval; (4) each Class Representative's Award shall be paid out of the Total Settlement Fund; (5) all attorneys' fees for any PSC or non-PSC attorney, or any other attorney representing a Class Member, shall be determined by the PSC, approved by the Court, and paid out of the appropriate settlement fund ;<sup>4</sup> (6) there shall be a reserve established for all of the fees and

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<sup>3</sup> These settlement funds for each Settlement Group are reflected in the Individual Settlement Sheets (Rec. Docs. 25226-2, 25646-1), and are summarized as follows: Gulf Stream Coach, Inc., Forest River, Inc., Vanguard Industries of Michigan, Inc., Vanguard, LLC, and Monaco Coach Corporation Settlement Group - \$20,000,000.00; Thor Industries, Inc., Thor California, Inc., Citair, Inc., Damon Motor Coach, DS Corp. d/b/a CrossRoads RV, Inc., Dutchmen Manufacturing, Inc., Four Winds International Corporation, Keystone RV Company, and Komfort Corp. Settlement Group - \$6,250,000.00; Jayco, Inc., Jayco Enterprises, Inc., Jayco Corp., and Starcraft RV, Inc. Settlement Group - \$2,650,000.00; Recreation By Design, LLC and TL Industries, Inc. Settlement Group - \$2,000,000.00; KZRV, LP Settlement Group - \$1,250,000.00; Coachman Industries, Inc., Coachman RV Licensed Products Division, L.L.C., Coachmen Recreational Vehicle Company, L.L.C., Coachmen Recreational Vehicles of Georgia, LLC, and Viking Recreational Vehicles, LLC. Settlement Group - \$1,000,974.16; Pilgrim International, Inc. Settlement Group - \$887,250.00; R-Vision, Inc. Settlement Group - \$750,000; Skyline Corporation, Inc., Skyline Homes, Inc., Layton Homes Corp., and Homette Corporation Settlement Group - \$737,000; Frontier RV, Inc. and Frontier RV Georgia, L.L.C. Settlement Group \$600,000.00; Heartland Recreational Vehicles, LLC Settlement Group - \$552,600.00; Timberland RV Company, Inc. d/b/a Adventure Manufacturing Settlement Group - \$443,300.00; SunRay R.V., L.L.C. and SunRay Investments, L.L.C. Settlement Group - \$205,000.00; Hy-Line Enterprises, Inc., n/k/a FRH, Inc. Settlement Group - \$122,450; Cruiser RV, LLC and Doubletree RV, L.L.C. Settlement Group - \$14,000.00; Play'Mor Trailers, Inc. Settlement Group - \$6,000.00.

<sup>4</sup> After the Stipulation of Settlement was filed, the PSC and other common benefit counsel submitted a Motion to Approve Deduction of Common Benefit Fees and Expenses From Manufacturer Class Settlement Fund. (Rec. Doc. 25840)

expenses that are to be deducted from the appropriate settlement fund, including but not limited to attorneys' and Special Master fees, which reserve shall be at most 48% of the Total Settlement Fund, i.e., the total of all fees and expenses to be deducted from the Total Settlement Fund shall not exceed 48% of the Total Settlement Fund; (7) the Defendants were obliged to deposit the agreed upon settlement funds into the Registry of this Court pursuant to the terms of each settling Manufacturer's agreement with the PSC; and (8) the Parties shall move this Court to transfer from its Registry funds representing the Settlement Funds into a Disbursing Account promptly following final approval.

### **III. THE PROPOSED CLASS SETTLEMENT MERITS FINAL APPROVAL**

Pursuant to Federal Rule of Civil Procedure 23(e), a district court has broad discretion to approve a class action settlement if the settlement is fair, adequate and reasonable. *Ayers v. Thompson*, 358 F.3d 356, 368 (5th Cir. 2004). Moreover, in the Fifth Circuit, a strong judicial policy favors the resolution of class disputes through settlement. *Parker v. Anderson*, 667 F.2d 1204, 1209 (5th Cir. 1982) ("*Parker*"). This judicial policy is due in part to the fact that "[p]articularly in class action suits, there is an overriding public interest in favor of settlement." *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("*Cotton*").

#### **A. The proposed settlement is fair, adequate and reasonable.**

Courts in the Fifth Circuit apply a six-factor test to evaluate the fairness, adequacy and reasonableness of a class settlement: (1) whether evidence exists that the settlement was obtained by fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the stage of the litigation and available discovery; (4) the probability that plaintiffs will prevail on the merits; (5) the range of possible recovery and certainty of damages; and (6) the opinions of class counsel, class representatives, and absent class members. *Newby v. Enron Corp.*, 394 F.3d

296, 301 (5th Cir. 2004) (“*Newby*”) (citing *Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983) (“*Reed*”).

When considering the six *Reed* factors, “the court should keep in mind the strong presumption in favor of finding a settlement fair.” *Purdie v. Ace Cash Express, Inc.*, No. Civ.A. 301CV1754L, 2003 WL 22976611, at \*4 (N.D. Tex. Dec. 11, 2003). Courts in the Fifth Circuit should adhere to this fairness presumption “especially when doing so will result in significant economies of judicial resources – absent evidence weighing against approval.” *Klein v. O’Neal, Inc.*, 705 F. Supp. 2d 632, 650 (N.D. Tex. 2010) (“*Klein*”).

Applying the *Reed* factors to this case, the class settlement merits final approval. Notice was given to the class pursuant to the Settlement Notice Plan. (Ex. A, Declaration of Wayne Henderson Sec. II.) Class Members had the opportunity to opt out of the settlement.<sup>5</sup> Thirteen (13) Class Members initially opted out, and with the exception three (3) individuals, all have agreed to withdraw their opt-out requests. (Ex. D, Declaration of Justin Woods ¶ 9.) Seven (7) Class Members filed objections to the settlement; however, all of these Class Members have requested that their objections be withdrawn. (Woods Decl. ¶ 8.) The movants submit that notwithstanding these opt-outs, the class settlement is fair and reasonable in light of the *Reed* factors. At the Fairness Hearing, the Court should apply the six *Reed* factors to determine whether to issue a Final Order and Judgment approving the settlement. *See Newby*, 394 F.3d at 301.

1. **No fraud or collusion exists.**

“A strong presumption exists in favor of settlement if the district court determines that the settlement resulted from arms-length negotiations between experienced counsel and was not

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<sup>5</sup> The Settlement Agreement and procedure adopted by the Court gave all plaintiff ample opportunity to opt out of the settlement, if they chose to do so. No plaintiffs were denied the opportunity to opt out.

tainted by fraud or collusion.” *Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 844 (E.D. La. 2007) (“*Turner*”). In the absence of any evidence of actual fraud or collusion between class counsel and defense counsel, a court may presume that no fraud or collusion occurred. *Klein*, 705 F. Supp. 2d at 651. This is particularly true where, as here, the proposed settlement is “the culmination of several years of pretrial proceedings, motion practice, and forceful negotiations by the class plaintiffs and defendants.” *Id.*; (Meunier Decl. ¶ 3). There is no evidence of fraud or collusion in this case. All counsel have vigorously represented their respective clients’ interests throughout this litigation, including the negotiation process. (Meunier Decl. ¶¶ 3-4, 6; Balhoff Decl. ¶ 2.)

On April 8, 2010, the Court appointed John Perry as Mediator in this litigation “for the purpose[] of exploring the potential for global settlement as to any and all other defendant manufacturers in the MDL . . . .” (Rec. Doc. 13236.) Mr. Perry, or his partner Daniel Balhoff, has met with the parties in person and by phone numerous times since being appointed on April 8, 2010. Mr. Perry has attested that the settlement was reached after “months of negotiating” and that “[s]ettlement negotiations were hard fought and arms-length.” (Balhoff Decl. ¶ 2.) As the declarations of the PSC and the mediator make clear, the Settlement Agreement is the product of hard-fought litigation, not the result of fraud or collusion. These statements of the mediator weigh heavily in favor of approving the settlement. *See, e.g., Klein*, 705 F.Supp.2d at 651 (in support of the approval of a products liability class action settlement, the district court noted the mediator’s statements regarding the hard fought negotiations and arms-length bargaining between the parties); *D’Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (in affirming class action settlement approval, the Second Circuit noted that the district court had appointed a special master to assist in the settlement process and that the special master testified that the

negotiations were “bona fide, at times contentious, and all counsel involved were capable.”) (citation omitted).

The class representatives support this settlement as fair and reasonable. (Ex. E, Class Representative Affidavits ¶¶ 10-12.) Finally, only three (3) Class Members opted out of this settlement class of approximately 55,000 individuals and no Class Members presently object to it. (Woods Decl. ¶¶ 8-9.)

2. **Continued litigation would be complex, expensive and protracted.**

Where, as here, it is apparent that continuing the litigation will require a substantial financial and time commitment from the parties, the reasonableness of approving a negotiated settlement is heightened. *See Klein*, 705 F. Supp. 2d at 651; (Meunier Decl. ¶ 6 (attesting that Plaintiffs have already been taxed with Defendants’ costs for the three bellwether trials)). “The public interest favoring settlement is especially apparent in the class action context where claims are complex and may involve a large number of parties, which otherwise could lead to years of protracted litigation and sky-rocketing expenses.” *Turner*, 472 F. Supp. 2d at 843. Given the vast number of plaintiffs and the large number of defendants, this mass tort litigation could go on for years if not settled. The three bellwether trials have been expensive, and resulted in no relief whatsoever to Plaintiffs. (*See Meunier Decl. ¶ 6.*) Both sides of this case intend to appeal if either does not prevail at trial, thereby prolonging the time and expense of litigation. (*Id.* ¶ 6; Rec. Doc. 25646-7, Percy Decl. ¶ 3.) In contrast, approval of the settlement will permit Class Members to recover damages much sooner than would be possible following an uncertain, expensive and protracted trial and appellate process. *See Klein*, 705 F. Supp. 2d at 653.

Further, the class representatives support this settlement as fair and reasonable (Class Representative Affid. ¶¶ 10-12), only three (3) Class Members opted out of this settlement

class of approximately 55,000 individuals (Woods Decl. ¶ 9), and no Class Members presently object to it. (*Id.* ¶ 8.) These facts strongly support this settlement as an alternative to complex, expensive and protracted continued litigation that is in the best interests of Plaintiff class members. Therefore, the second *Reed* factor favors the final approval of the Settlement Agreement.

**3. The stage of proceedings is appropriate for evaluating settlement.**

Formal discovery need not be complete in order for the parties to be in a position to accurately evaluate the fairness of a class settlement. *Newby*, 394 F.3d at 306; *Turner*, 472 F. Supp. 2d at 847; *Batchelder v. Kerr-McGee Corp.*, 246 F. Supp. 2d 525, 528 (N.D. Miss. 2003) (“*Batchelder*”). The Fifth Circuit has even held that discovery is not necessary, provided that the interests of the class have not been prejudiced by the settlement negotiations, and substantial factual bases exist on which to premise settlement. *Newby*, 394 F.3d at 306.

The standard set forth by the Fifth Circuit in *Newby* has been more than met in this case. The Parties in the FEMA litigation have exchanged thousands of documents, taken over 100 depositions, and conducted three bellwether trials. (Meunier Decl. ¶¶ 3, 6.) Additionally, the three bellwether trials have resulted in defense verdicts. (*Id.* ¶ 6.) The time is right for settlement.

**4. The probabilities of success favor approval of settlement.**

The Parties have conducted three bellwether trials, and all have ended in defense verdicts. Given the results of the bellwether trials conducted to date, the Plaintiffs face a significant risk of recovering nothing.<sup>6</sup> *See In re Dell, Inc.*, No. A-06-CA-726-SS, 2010 WL 2371834, at \*6 (W.D.Tex. June 11, 2010) (approving class settlement and noting that the Plaintiffs’ case was “no doubt in dire straits,” with the Plaintiffs “facing a significant risk the Class Members would

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<sup>6</sup> *See* Bellwether Jury Verdict Forms (Rec. Doc. 25226-13).

recover nothing at all”). Defendants face a long, expensive battle and the uncertainties inherent in a jury trial. Regardless of who prevails at trial, lengthy and expensive appeals can be expected. *See id.*; (Meunier Decl. ¶ 6; Percy Decl. ¶ 3). All of these factors favor final approval of the Settlement Agreement. *Dell*, 2010 WL 2371834, at \*6.

#### 5. **The range of possible recovery favors settlement.**

The fifth *Reed* factor requires a court to determine “the value of the settlement in light of the potential for recovery.” *In re Shell Oil Refinery*, 155 F.R.D. 552, 563 (E.D. La. 1993). To assess the fairness of a class settlement, a court should consider “whether the settlement’s terms fall within a reasonable range of recovery, given the likelihood of the plaintiffs’ success on the merits.” *Turner*, 472 F. Supp. 2d at 849-50. When considering the possible range of recovery, a court should keep in mind that “[c]ompromise is the essence of a settlement.” *Id.* at 850 (quoting *Nelson v. Waring*, 602 F. Supp. 410, 413 (N.D. Miss. 1983)). “[I]nherent in compromise is a yielding of absolutes and an abandoning of highest hopes.” *Klein*, 705 F. Supp. 2d at 649 (citing *Cotton*, 559 F.2d at 1330). Thus, “[a] proposed settlement need not obtain the largest conceivable recovery for the class to be worthy of approval; it must simply be fair and adequate considering all the relevant circumstances.” *Id.*; *see also Pettway v. Am. Cast Iron Pipe Co.*, 576 F.2d 1157, 1214 n.69 (5th Cir. 1978) (“[C]ompromise is the essence of a settlement, and the settlement need not accord the plaintiff class every benefit that might have been gained after full trial”).

As one court has explained:

[T]he Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, ‘[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush.’

*In re Shell Oil Refinery*, 155 F.R.D. at 560 (quoting *Oppenlander v. Standard Oil Co. (Indiana)*, 64 F.R.D. 597, 624 (D. Colo. 1974)).

Given the results of the three bellwether trials, this Court need not consider an unrealistic high end of recovery in which all class members would recover significant damages. *See In re Educational Testing Service Praxis Principles of Learning and Teaching: Grades 7-12 Litigation*, 447 F.Supp.2d 612, 622 (E.D. La. 2006) (“In considering the range of possible recovery, the Court need not consider recoveries that are beyond the range of the most minimal probability. Thus, engaging in an exercise that posits on the high end a recovery in which all class members would recover significant . . . damages is too unrealistic to be useful.”).

One Court in a recent settlement also involving victims of Hurricanes Katrina and Rita noted that “[w]hile the individual payments contemplated under the Settlement Agreement are potentially modest, they avoid the need for any further litigation . . . by individual class members.” *Ridgely v. F.E.M.A.*, No. 07-2146, 2010 WL 5140833, at \*2 (E.D. La. Dec. 13, 2010). That same balance is present here. The value of the proposed settlement is fair and reasonable in light of the strong possibility of no recovery and the aforementioned risks of proceeding to trial. (Meunier Decl. ¶¶ 7-8; Balhoff Decl. ¶ 3.)

**6. The opinion of the PSC favors settlement.**

Counsel are the court’s main source of information about the fairness, adequacy and reasonableness of a class settlement. *Turner*, 472 F.Supp.2d at 852. As a result, “[t]he Fifth Circuit has repeatedly stated that the opinion of class counsel should be accorded great weight.” *Klein*, 705 F.Supp.2d at 649; *see also Newby*, 394 F. 3d at 309 (“[T]he weight the district court attached to the opinions of class counsel, relative to those of the [] Objectors, was justified in light of their superior sophistication.”); *Cotton*, 559 F.2d at 1330 (“[T]he trial court is entitled to

rely upon the judgment of experienced counsel for the parties.”). “Class counsel’s opinion should be presumed reasonable because they are in the best position to evaluate fairness due to an intimate familiarity with the lawsuit.” *Turner*, 472 F.Supp.2d at 852.

The members of the PSC are experienced class action attorneys, with substantial experience both litigating and settling class actions. (Meunier Decl. ¶ 2.) After years of litigating this case, including the exchange of thousands of documents, the taking of over 100 depositions, extensive motion practice, and participation in a months-long and hard fought negotiation process, the PSC has concluded the proposed settlement is fair, adequate and reasonable for the Class. (*Id.* ¶¶ 3-4, 6-8, 10.)

**B. Certification of the settlement Class is proper.**

The Parties seek certification of a Class for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3). The proposed settlement Class meets the applicable requirements of Rules 23(a) and (b)(3). This Court’s December 29, 2008 Order concluded that various substantial barriers existed to certifying this case as a litigated class. In this settlement context, those barriers have been removed.<sup>7</sup>

Moreover, unlike in the litigation context, certification of a class for settlement purposes does not implicate the superiority of the class vehicle for the purpose of adjudicating common issues. There is no need to present or review a potential trial plan for class claims. The issue is

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<sup>7</sup> This Court has the authority under Federal Rule 23 to revisit the decision to deny class certification. Rule 23(c)(1)(C) states: “An order that . . . denies class certification may be altered or amended before final judgment.” This subsection of Rule 23 gives a federal district court authority to revisit the class certification issue for settlement purposes. The committee notes to the 2003 Amendments further state: “A court that is not satisfied that the requirements of Rule 23 have been met should refuse certification *until they have been met*.” These notes further support the notion that a court’s decision to deny class certification can be revisited. In *In re Phenylpropanolamine (PPA) Products Liab. Litig.*, 227 F.R.D. 553, 564 (W.D. Wash. 2004) (“PPA”), the court, in approving a class action settlement in a products liability action, noted that it had “already declined to certify litigation classes” in the MDL. The Fifth Circuit specifically has recognized that a district court may later alter its decision to deny certification pursuant to Rule 23(c)(1). *Calderon v. Presidio Valley Farmers Ass’n*, 863 F. 2d 384, 389 (5th Cir. 1989).

whether a class vehicle is available and proper to bring resolution to a category of common claims against the settling manufacturer defendants in these consolidated proceedings.

**1. The settlement Class meets the numerosity requirement.**

Rule 23(a)(1) requires that members of a class be so numerous that it would be impracticable to join them individually. *Pederson v. La. State Univ.*, 213 F.3d 858, 868 (5th Cir. 2000). In this case, there are over three thousand (3,000) individual Pending Actions filed against these Defendants by Class Members. (Rec. Doc. 25646-12.) There are approximately 55,000 people listed on the List of Potential Class Members compiled by the PSC. (Henderson Decl. Sec. I.) Thus, the numerosity requirement has been met. *See, e.g., Mullen v. Treasure Chest Casino LLC*, 186 F.3d 620, 624 (5th Cir. 1999) (class of 100 and 150 satisfies numerosity requirement).<sup>8</sup>

This Court's December 29, 2008 Order ("2008 Order") held that Plaintiffs failed to show numerosity was met for each of the four subclasses requested (a subclass for each state involved – Louisiana, Alabama, Mississippi, and Texas). As the Court noted in its 2008 Order, to establish numerosity a class representative must present some evidence or reasonable estimate of the number of class members. (Rec, Doc. 1014 at 9.) This Court concluded that Plaintiffs had not yet established numerosity as to each of the four subclasses sought therein. (*Id.* at 10.) At the time, Plaintiffs sought four subclasses for each of the four states in which Plaintiffs resided in EHUs – Louisiana, Alabama, Mississippi and Texas – because of the variation in laws of those states.

For a settlement class, however, differing state laws are not relevant. *See In re Serzone Products Liability*, 231 F.R.D. 221, 240 (S.D.W.Va. 2005) ("*Serzone*") (in approving a class settlement in litigation of a product liability nationwide class action, the court noted that while

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<sup>8</sup> This Court previously denied class certification for litigation purposes, in part, because Plaintiffs failed to establish numerosity for each of the four subclasses they sought at the time. No such subclasses are sought in this settlement class, and thus that reasoning does not apply here.

the litigated class presented individual issues such as “different state laws,” in the context of settlement, such an issue was “rendered irrelevant”); *see also PPA*, 227 F.R.D. at 563 (approving class action settlement and noting that “different state laws would have more import in the context of litigation than in settlement”).

Here, therefore, no subclasses for each state are sought in this settlement class. Plaintiffs can now establish that the Class consists of approximately 55,000 members and clearly meets the numerosity requirement. (*See Henderson Decl. Sec. I.*)

**2. The settlement Class meets the commonality requirement.**

The commonality requirement of Rule 23(a)(2) is not a demanding test. Commonality is fulfilled when the resolution of at least one issue will affect all or substantially all of the putative class members. *Mullen*, 186 F.3d at 625. All of the plaintiffs in this case allege injuries due to formaldehyde exposure. *See PPA*, 227 F.R.D. at 561 (holding that commonality is met for settlement purposes in part because “[a]ll members of the Class allege injuries from the ingestion of a Dexatrim product containing PPA”). All members of the Class allege physical injury from formaldehyde exposure due to a failure to warn of the dangers of prolonged occupancy in the travel trailers (recreational vehicles) involved.

Every class member faces the same hurdle with regard to liability. Additionally, the Special Master has submitted to the Court a Class Benefit Formula, and will consider therein any significant variation in symptoms suffered by a class member.

**3. The settlement class meets the typicality and adequacy of representation requirements.**

Like commonality, the typicality requirement of Rule 23(a)(3) is not demanding. *Stirman v. Exxon Corp.*, 280 F.3d 554, 562 (5th Cir. 2002) (quoting *James v. City of Dallas*, 254 F.3d 551, 571 (5th Cir. 2001)). A class representative’s claims are typical of the proposed class when

his or her claims and legal theories arise from a singular nucleus of operative facts as the claims and legal theories of absent class members. *See Mullen*, 186 F.3d at 625; *see also Forbush v. J.C. Penney Co., Inc.*, 994 F.2d 1101, 1106 (5th Cir. 1993). In this case, the Class Representatives' claims in this settlement class are typical of the Class because, again, all claims in this case have the same standard of care. Further, the Class Representatives, and all of the Class Members, are claiming injury due to formaldehyde exposure from units manufactured by Settlers and provided to them by FEMA. Virtually all of the class members are claiming similar injuries – physical injury due to alleged formaldehyde exposure such as respiratory ailments. (Second Balhoff Decl. ¶ 5.) Typicality is met.

Rule 23(a)(4)'s adequacy requirement requires a court to consider: (1) whether the class representatives have interests that conflict with the class, (2) whether the class representatives will vigorously pursue the litigation on behalf of the class, and (3) whether class counsel are competent, qualified, experienced and able to conduct the litigation. *See Stirman*, 280 F.3d at 563; *James*, 254 F.3d at 571.

In this case, the interests of the Class Representatives are sufficiently aligned with those of the Class, and they have vigorously pursued this litigation. (Meunier Decl. ¶¶ 3-6; Balhoff Decl. ¶ 2; Class Representative Decls.) The PSC meets the adequacy requirement because it is comprised of competent and experienced class action attorneys, and because it has secured and submitted a fair and adequate settlement for the Court's final approval. *Parker*, 667 F.2d at 1211; (Meunier Decl. ¶¶ 2, 3-4, 6).

The 2008 Order held that Plaintiffs failed to show typicality and adequacy of representation because of the factual variations as to each individual regarding causation and injury. (Rec. Doc. 1014 at 17, 21-22.) The Court also held that typicality was lacking because

different state laws governed Plaintiffs' manufacturer liability claims, individual issues of specific medical causation were dominant, and Plaintiffs resided in different models of EHUs. (*Id.* at 15-17.) As shown above, however, the Class Benefit Formula resolves these issues. The 2008 Order found that class counsel was adequate but that the class representatives were not adequate because their claims were not typical. (*Id.* at 20-21.) Again, the Class Benefit Formula resolves these adequacy issues. *See also PPA*, 227 F.R.D. at 561 (in approving class settlement of a product liability class action, holding that the claims of class representatives who asserted different injuries were nonetheless typical because they were "reasonably co-extensive" with those of other class members) (internal citation omitted).

As to adequacy of representation, there is no "futures" problem of the sort identified in *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625-28 (1997) (affirming the Third Circuit's vacating a class settlement in part because the interests of those class members with current asbestos injuries conflicted with those of class members who had no current injuries but possibly would in the future). All proposed class members claim both current injury and fear of future disease. Thus, there is no *Amchem* "futures" problem with this proposed settlement. *See PPA*, 227 F.R.D. at 562 (in approving class action settlement in products liability case, the court concluded there was no *Amchem* "futures" problem "because there is no scientific evidence of latent injuries from the ingestion of PPA," and thus "there is no class of potential future claimants, as in *Amchem*"); *Serzone*, 231 F.R.D. at 238 ("in contrast [to *Amchem*], there is no scientific evidence of latent or progressive liver injuries arising from the ingestion of Serzone nor does the class have to accommodate future claimants").

**4. The settlement class meets the predominance requirement.**

A class may be certified as a Rule 23(b)(3) class if the court finds that (1) questions of law or fact common to the class predominate over individualized questions, and (2) a class action is superior to other available methods for the fair and efficient adjudication of the dispute. FED. R. CIV. P. 23(b)(3). Unlike a litigated class, manageability is not an issue. *See Amchem*, 521 U.S. at 620 (“[A] district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial”) (internal citation omitted).

The predominance inquiry tests whether a proposed class is cohesive enough to warrant adjudication by representation. *Serzone*, 231 F.R.D. at 239. Because there is no trial of a settlement class, individualized questions, such as specific medical causation or the application of different state laws to class members from different states, do not destroy class cohesion and thus are not barriers to class certification. *Id.* at 240; *PPA*, 227 F.R.D. at 562-63; *Klein*, 705 F. Supp. 2d at 668-69. Here, predominance is also met because there is one medical causation question applicable to all claims, namely whether formaldehyde exposure caused injury.

The 2008 Order held that Plaintiffs failed to show predominance due to numerous individualized factors: (a) the case involves hundreds of models of homes manufactured by dozens of different manufacturers; (b) each plaintiff’s habits, such as how often they open windows or use air conditioning, vary greatly; (c) each plaintiff’s exposure to formaldehyde from sources other than their EHU vary greatly; (d) some plaintiffs may be smokers and thus have a cause of injury other than formaldehyde exposure; (e) each plaintiff’s injury is unique. (Rec. Doc. 1014 at 24-27.) The 2008 Order also found that individualized issues of different state laws, specific medical causation, and EHU models would predominate over common issues. (*Id.* at 25-27.) As shown above, the variation in state laws is not an issue for this settlement class,

and the Special Master will consider a Class Benefit Formula to accommodate any extreme variation in medical condition. Moreover, because there will be no trial of the proposed settlement Class, the individualized questions identified in the 2008 Order do not destroy class cohesion and thus are not barriers to class certification. *See Serzone*, 231 F.R.D. at 240; *PPA*, 227 F.R.D. at 562-63; *Klein*, 705 F. Supp. 2d at 668-69.

**5. The settlement class meets the superiority requirement.**

The superiority inquiry tests whether resolving a dispute on a class basis will “achieve economies of time, effort, and expense, and promote . . . uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.” *Serzone*, 231 F.R.D. at 240 (quoting *Amchem*, 521 U.S. at 615). Settling this case as a class action will achieve significant economies of time, effort and expense for the Class and for the Court. *See Serzone*, 231 F.R.D. at 240. Litigating the claims in individual lawsuits would consume many more judicial resources. *See id.*

The Parties have conducted three bellwether trials. Each trial has taken approximately 11 days, with each involving thousands of hours of preparation. Plaintiffs have been taxed with Defendants’ costs for those three bellwether trials (a total of almost \$500,000.00). There were two appeals pending from those trials prior to global resolution negotiations, and both have been resolved in the negotiations with Settling Defendants herein.

Approving this settlement will end the excessive bleeding of costs by both sides in litigation that has dealt the Plaintiffs one blow after another. Distribution of the the settlement funds will give Plaintiffs some immediate relief after years of fruitless litigation. *See PPA*, 227 F.R.D. at 563-64 (in approving class action settlement, court noted that several defense verdicts had been reached in state court PPA cases and that “mass tort litigation places an unusual strain

on court dockets,” and that each individual claim, “absent the settlement, could result in costly, time-consuming proceedings”).

The 2008 Order held that Plaintiffs failed to show superiority due to the variations in applicable state law, the dozens of class representatives who would want to testify on their own individual behalf; the dozens of defendant manufacturers who would want to offer their own witnesses, and the potential resulting jury confusion. (Rec. Doc. 1014 at 30-31.)

All of these issues are now moot in the settlement context. The fact that the proposed Class is now a settlement class “moots concern that trial would present intractable problems of management.” *Serzone*, 231 F.R.D. at 237. Indeed, the fact that the Court has previously declined to certify a litigation class actually favors the approval of this settlement Class. *See PPA*, 227 F.R.D. at 564. If the settlement is not approved, each Class Member’s claim will have to be adjudicated on an individual basis, placing a tremendous strain on the judicial system. *Id.*; *see also Strong v. Bellsouth Telecomms. Inc.*, 137 F.3d 844, 847 (5th Cir. 1998) (Fifth Circuit impliedly accepted settlement class certified after district court denied class certification for litigation purposes).

Finally, several federal courts have approved the settlement of mass tort class actions involving personal injuries, despite the problems that these cases would have posed for a litigated class. *See, e.g., In re Diet Drugs Prods. Liab. Litig.*, 385 F.3d 386 (3d Cir. 2004); *In re Orthopedic Bone Screw Prods. Liab. Litig.*, 176 F.R.D. 158 (E.D.Penn. 1997); *Batchelder*, 246 F.Supp.2d 525 (alleging creosoting process from a plant contaminated the groundwater and released harmful vapors, mist and dust into the community); *Olden v. Gardner*, 294 F. App’x 210 (6th Cir. 2008) (holding that district court did not abuse its discretion in finding class settlement to be fair and reasonable, in case alleging personal injury and property damage from a

cement plant producing and emitting cement kiln dust); *Joel v. Giuliani*, 218 F.3d 132 (2d Cir. 2000) (affirming district court's approval of class settlement in case brought by children who had suffered severe abuse and neglect in the child welfare system).

The Rule 23 requirements for this settlement class have been met.

**C. The Notice Given Satisfies the Due Process Requirements Governing Notice of Class Actions.**

Rule 23(e) states that a court must “direct notice in a reasonable manner to all class members who would be bound by the proposal” before approving a settlement. Fed. R. Civ. P. 23(e)(1). Under Rule 23(e), “a settlement notice need only satisfy the ‘broad reasonableness standards imposed by due process.’” *In re Katrina Canal Breaches Litig.*, 628 F. 3d 185, 197 (5th Cir. 2010) (citations omitted). Due process requires “notice and opportunity for hearing appropriate to the nature of the case.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950). Due process does not require that each class member receive actual notice. *E.g., Peters v. Nat’l R.R. Passenger Corp.*, 966 F.2d 1483, 1486 (D.C. Cir. 1992) (“[T]he due process clause does not amount to a guarantee of notice to a class member”).

In the context of non-mandatory class settlements, such as this one, notice “is not required to provide a complete source of settlement information.” *Maher v. Zapata Corp.*, 714 F.2d 436, 452 (5th Cir. 1983) (citations and emphasis omitted). The notice must “contain an adequate description of the proceedings written in objective, neutral terms that insofar as possible, may be understood by the average absentee class member.” *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104 (5th Cir. 1977). It must contain information sufficient to allow a reasonable person to make “an informed, intelligent decision of whether to opt out or remain a member of the class and be bound by the final judgment.” *Id.* at 1105.

This is a unique class action. In the typical class action, the “unnamed class members” have no attorneys individually representing them. In this class action, however, the vast majority of the Claimants in this proposed settlement are individually represented by counsel. (Henderson Decl. Sec. I.). In this case, first-class mail notice of the Class Notice Package went out to ALL attorneys representing the plaintiffs on the List of Potential Class Members assembled by the PSC. (*Id.* Sec. II.) In addition, those same attorneys were sent the Class Notice Package and Claim Form by e-mail. (*Id.* Sec. II.) The Court-Appointed Special Master concluded this notice was the best individual notice practicable under the circumstances. (Second Balhoff Decl. ¶¶ 3-4.)

Notice also included both newspaper and radio Publication Notice. (Henderson Decl. Sec. II.) The Publication Notice ran twice in each of the following eight newspapers between July 3, 2012 and July 29, 2012:

- Galveston County Daily News, Galveston, TX;
- Houston Chronicle, Houston, TX;
- The Advocate, Baton Rouge, LA;
- Times-Picayune, New Orleans, LA;
- Daily Advertiser, Lafayette, LA;
- American Press, Lake Charles, LA;
- The Sun Herald, Gulfport, MS;
- Press-Register, Mobile, AL

(*Id.*)

Further, notice was also broadcast via radio in the following areas and manner:

- Baton Rouge, LA                      72 spots

- Houston/Galveston, TX 24 spots
- Biloxi, MS 54 spots
- Mobile, AL 72 spots
- New Orleans, LA 90 spots
- Lafayette, LA 36 spots
- Lake Charles, LA 36 spots

*(Id.)*

In addition, a website was established by the PSC to inform the public of the Settlement. The site, “[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com),” contained the following information:

- Legal contact information:

A complete list of all attorneys representing claimants in the case, along with the name of the law firm they are associated with, the law firm’s address, telephone number and website.

- Settlement Documents:

- Claim Form
- Class Notice Package
- Preliminary Approval Order
- Stipulation of Settlement

*(Id.)*

That potential class members received the notice is supported by the Claim Forms that have been separately filed in addition to the list of pre-identified claimants from the PSC, as well as the number of phone calls made to the call center asking questions about the settlement. *(Id.)*

Further, following the filing of the proposed settlement, there was substantial national and local media coverage of the proposed settlement. Such media coverage further supports the conclusion that notice was sufficient to meet due process standards in this case. *See Turner*, 472 F. Supp. 2d at 841-42 (noting the substantial media coverage that the proposed settlement had received as an additional factor in concluding that the notice provided “constituted the most reasonable manner of notice under Rule 23(e)(1)(B)”).

The notice given advised class members of (1) the effect of the court’s final approval order; (2) the rights of class members to exclude themselves or object to the settlement; (3) the general terms of the settlement; (4) the definition of the Class; and (5) the scope of the release. The notice given gave the class members several months notice of the Fairness Hearing and adequate time to opt out or file objections. The Settlement Notice Plan provided the best notice practicable under the circumstances and unquestionably satisfies the due process considerations. *See Henderson Decl. Sec. I.; Second Balhoff Decl. ¶ 4.*

### **CONCLUSION**

This proposed class settlement is fair, adequate and reasonable to plaintiffs, and the proposed settlement Class complies with the applicable requirements of Rule 23. The settlement brings comprehensive closure to a category of claims which, both legally and practically, would be difficult to resolve through the alternative mechanism of multiple trials.

The parties respectfully request that the Court grant final approval to the settlement, consistent with the evidence and supporting law.

Respectfully submitted:

**FEMA TRAILER FORMALDEHYDE PRODUCT  
LIABILITY LITIGATION**

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JUSTIN I. WOODS, #24713  
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**CERTIFICATE OF SERVICE**

I hereby certify that on September 25, 2012, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to all counsel of record who are CM/ECF participants. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to all counsel of record who are non-CM/ECF participants.

s/Gerald E. Meunier  
GERALD E. MEUNIER, #9471

<b>EXHIBIT A, Part 1</b>
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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 1873**

**SECTION "N-5"**

**JUDGE ENGLEHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO ALL CASES**

**DECLARATION**

In order to comply with the requirements set forth in the Settlement Notice Plan re: FEMA Trailer Formaldehyde Product Liability Litigation (Consolidated Case), the Special Master, Daniel J. Balhoff, requested Postlethwaite & Netterville APAC (P&N) to assist with following:

**I. Identifying Class Members**

P&N was provided with a list of pre-identified claimants from the Plaintiff's Steering Committee (PSC).

- As of **9/24/2012**, P&N has identified the following number of Class Members:

<b>Manufacturer Settlement</b>		
<b>State</b>	<b>Percentage of Total Claimants</b>	<b>Number of Total Claimants</b>
Louisiana	48.08%	26,518
Mississippi	33.24%	18,332
Alabama	2.96%	1,635
Texas	1.38%	760
Other/Blank	14.34%	7,908
<b>Total</b>	<b>100%</b>	<b>55,153</b>

<b>Contractor Settlement</b>		
<b>State</b>	<b>Percentage of Total Claimants</b>	<b>Number of Total Claimants</b>
Louisiana	50.71%	33,388
Mississippi	31.29%	20,598
Alabama	2.24%	1,477
Texas	1.27%	836
Other/Blank	14.49%	9,537
<b>Total</b>	<b>100%</b>	<b>65,836</b>

- In addition to pre-identified Class Members referenced above, P&N is also the designated recipient of claim forms submitted as a result of the execution of the Settlement Notice Plan described below. As of 9/24/2012, P&N has received approximately 17,000 physical claim forms in this matter.

## II. Settlement Notice Plan

According to FRCP 23(c)(2)(B), notice is sufficient if it is “the best notice that is practicable under the circumstances including individual notice to all members who can be identified through reasonable efforts.” Notice of the settlement was disseminated in the following ways according to the Settlement Notice Plan (Doc. 25646-10):

- Mail/Email:
  - All attorneys appearing as counsel of record in this matter were mailed by first class mail delivery and electronic mail the below documents (See Exhibit 1 and Exhibit 2):
    - Settlement Notice Plan (Doc. 25646-10) (*\*Physical Mail Only*)
    - Manufacturers’ Class Notice Long Form (Doc. 25655-2)
    - Manufacturers’ Settlement Claim Form (Doc. 25646-8)
    - Contractors’ Class Notice Long Form (Doc 25658-2)
    - Contractors’ Settlement Claim Form (Doc. 25647-3)
- Newspaper
  - The Manufacturers’ Class Notice Short Form (Doc. 25655-3) and the Contractors’ Class Notice Short Form (Doc. 25647-9) were published in the following newspaper publications on the following dates (See Exhibit 3):
    - Galveston County Daily News (Galveston, TX)
      - First Publication Date: 7/8/2012 (Tuesday)
      - Second Publication Date: 7/12/2012 (Sunday)
    - Houston Chronicle (Houston, TX)
      - First Publication Date: 7/8/2012 (Tuesday)
      - Second Publication Date: 7/12/2012 (Sunday)
    - The Advocate (Baton Rouge, LA)
      - First Publication Date: 7/8/2012 (Tuesday)
      - Second Publication Date: 7/12/2012 (Sunday)
    - Times-Picayune (New Orleans, LA)
      - First Publication Date: 7/8/2012 (Tuesday)
      - Second Publication Date: 7/12/2012 (Sunday)
    - Daily Advertiser (Lafayette, LA)
      - First Publication Date: 7/8/2012 (Tuesday)
      - Second Publication Date: 7/12/2012 (Sunday)
    - American Press (Lake Charles, LA)
      - First Publication Date: 7/8/2012 (Tuesday)
      - Second Publication Date: 7/12/2012 (Sunday)
    - The Sun Herald (Gulfport, MS)
      - First Publication Date: 7/24/2012 (Tuesday)
      - Second Publication Date: 7/29/2012 (Sunday)

- **\*Note:** Notices were not published on original requested run dates of 7/8/2012 and 7/12/2012. No explanation was provided as to the omission and P&N received a reimbursement of \$901.50 as compensation for the error (See Exhibit 4). Upon notice of the error by the Sun Herald, P&N notified key parties (Special Master, PSC, and Defense Counsel) and suggested the alternative of setting the publication dates on the next available Tuesday and Sunday. Upon discussion with the Special Master (and no objections from notified parties listed above), run dates of 7/24/12 and 7/29/12 were executed.
  - Press-Register (Mobile, AL)
    - First Publication Date: 7/8/2012 (Tuesday)
    - Second Publication Date: 7/12/2012 (Sunday)
- Radio:
  - The court approved Public Service Announcement (Doc. 25646-9) was submitted to the following media outlets for publication running from 7/3/2012 to 7/8/2012 (see Exhibit 5):

Market	Stations	Total Days	Total Spots	Spots per day
Baton Rouge, LA	KRVE-FM	6	18	3.00
	WJBO-AM	6	18	3.00
	WYNK-FM	6	18	3.00
	WFMF-FM	6	18	3.00
	<b>TOTAL:</b>	<b>24</b>	<b>72</b>	<b>3.00</b>
Biloxi, MS	WBUV-FM	6	18	3.00
	WKNN-FM	6	18	3.00
	WMJY-FM	6	18	3.00
	<b>TOTAL:</b>	<b>18</b>	<b>54</b>	<b>3.00</b>
Houston/Galveston, TX	KKRW-FM	6	6	1.00
	KODA-FM	6	6	1.00
	KPRC-AM	6	6	1.00
	KTRH-AM	6	6	1.00
	<b>TOTAL:</b>	<b>24</b>	<b>24</b>	<b>1.00</b>

Market	Stations	Total Days	Total Spots	Spots per day
Mobile, AL	WKSJ-FM	6	18	3.00
	WMXC-FM	6	18	3.00
	WRKH-FM	6	18	3.00
	WNIM-AM	6	18	3.00
	<b>TOTAL:</b>	<b>24</b>	<b>72</b>	<b>3.00</b>
New Orleans, LA	KVDU-FM	6	18	3.00
	WNOE-FM	6	18	3.00
	WRNO-FM	6	18	3.00
	WYLD-FM	6	18	3.00
	WQUE-FM	6	18	3.00
	<b>TOTAL:</b>	<b>30</b>	<b>90</b>	<b>3.00</b>
Lafayette, LA	KNEK-FM	6	18	3.00
	KXKC-FM	6	18	3.00
	<b>TOTAL:</b>	<b>12</b>	<b>36</b>	<b>3.00</b>
Lake Charles, LA	KYKZ-FM	6	18	3.00
	KQLK-FM	6	18	3.00
	<b>TOTAL:</b>	<b>12</b>	<b>36</b>	<b>3.00</b>

- Website
  - The following Notice documents were published to the case website ([www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)) for download by potential class members:
    - Manufacturers' Class Notice Long Form (Doc. 25655-2)
    - Manufacturers' Class Notice Short Form (Doc. 25655-3)
    - Manufacturers' Settlement Claim Form (Doc. 25646-8)
    - Contractors' Class Notice Long Form (Doc 25658-2)
    - Contractors' Class Notice Short Form (Doc. 25647-9)
    - Contractors' Settlement Claim Form (Doc. 25647-3)
    - Stipulation of Settlement (Doc. 25647-1)
    - Preliminary Approval Order (Doc. 25668)
  - The following contact information was published to the case website ([www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)) for reference by potential class members to receive support from the CADA:
    - Telephone: 1 (800) 728-1628
    - Email: [claims@femaformaldehydelitigation.com](mailto:claims@femaformaldehydelitigation.com)
    - Mailing Address:
 

FEMA Trailer Litigation Claims Administrator  
P.O. Box 82565  
Baton Rouge, LA 70884
  - The case website also contains a variety of information originally published in the Long Form Notices for both Manufacturer and Contractor Settlements (see Exhibit 6).
- Call Center
  - P&N operates a claimant call center to answer inquiries and provide requested documentation (i.e. Settlement Notices and Claim Forms) to both pre-identified and other potential class members.
  - The following is a breakdown of calls received by P&N in this matter as of 9/24/2012:
 

Description	Count
<b>Total Calls Answered via IVR</b>	<b>15,093</b>
Calls Offered to Call Center	7,277
Calls Answered	6,815
Calls Abandoned	462
  - As of 09/24/2012, P&N has provided **eight thousand five hundred and six (8,506)** settlement notices and claim form packets to claimants via the claimant call center (US Mail).
  - See Exhibit 7 for a comprehensive overview of call center statistics.

- Email
  - P&N maintains a case specific email account (claims@femaformaldehydelitigation.com) to answer inquiries and provide requested documentation (i.e., Settlement Notices and Claim Forms) to both pre-identified and potential class members.
  - The following is a breakdown of emails received by P&N in this matter as of 9/24/2012:

Description	Count
Emails Received	16
Emails Resolved	16
Email Issues Outstanding	0

### III. Experience

P&N has served the role of claims administrator for numerous class action settlements and is very familiar with the notice requirements regarding putative class members. P&N's recent class action experience is summarized below:

Year	Settlement Name	Total Claims Processed
2012	Dairy Feed Settlement (Burford et al. v. Cargill, Inc.)	Current
2011	Texaco Gas Settlement	Current
2011	LA Fiber Optic Settlement (Entergy)	Current
2011	FEMA Trailer Formaldehyde (Non-Lit)	Current
2010	FEMA Formaldehyde (Fleetwood)	Current
2009	Cooper Class Action	Current
2009	Myrtle Grove Trailer Park	4,694
2008-09	Honeywell July 2003 Settlement	12,634
2008-09	Brusly Barge	3,876
2008	Vulcan April 2001 Settlement	3,930
2007	Allied Signal Southworks	5,961
2006-07	Allemania (Oldham)	2,554
2006	Reddy Ice	11,143
2004	Zen-Noh Grain Release	1,340
2003	PCS Nitrogen (Geismar Release)	2,300
2003	Mobile Home Sales Tax Refund	3,692
2003	DSI I-110 Spill	3,754
2001	DSI Chippewa Street Spill	3,650
2001	Vietnamese Fisherman License Refund	600
1999	Georgia Gulf Mass Tort	1,750

### IV. Conclusion

Based upon previous experiences, it is the opinion of P&N that the above actions provide “the best practicable notice under the circumstances.” FRCP 23(c)(2)(B). The “Short Form” Notices, published in pre-determined newspapers, and Public Service Announcements, aired on radio stations, provided any potential claimants with notice in markets with a high density of pre-identified claimants. A call center and case website were established in order to provide potential claimants with additional information, claim forms, and support if needed. Furthermore, “individual notice” was provided to “all members who [could] be identified through reasonable effort.” *Id.* Counsel for all pre-identified members were mailed,

via first class mail, and emailed copies of the documents required by the Settlement Notice Plan, thus satisfying the "individual notice" requirement of FRCP 23(c)(2)(B).

I can attest to the above-stated facts through my own personal knowledge or through facts derived from my supervision of P&N staff assigned to this matter.

State of LOUISIANA Parish/County of EAST BATON ROUGE

Subscribed and sworn to before

me on SEPTEMBER 25, 2012

WILLIAM C. POTTER

Notary Public (Print Name)

William C. Potter

W. Henderson

Affiant Signature

*Manager  
Pastlethwaite & Netherville*

WILLIAM C. POTTER  
BAR ROLL NO. 10633  
STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE  
My Commission is for Life

# **EXHIBIT 1**

**Affidavit of Mailing**  
***In Re: FEMA Trailer Formaldehyde Product Liability Litigation,***  
**MDL No. 2:07-MD-1873, Section "N" (5)**

I, Christy Barrett, do hereby confirm that I personally mailed by first class U.S. mail delivery to all attorneys appearing as counsel of record in this matter the attached documents as required by the Settlement Notice Plan on the dates shown by the document entitled "Class Member Attorney Notice Mail Out Information".

Attached documents included:

- Copy of Settlement Notice Plan
- Class Notice Packet (long form) re: Manufacturers' Settlement
- Class claim form re: Manufacturers' Settlement
- Class Notice Packet (long form) re: Contractors' Settlement
- Class claim form re: Contractors' Settlement

State of Louisiana Parish/County of East Baton Rouge

Subscribed and sworn to before

me on 8/9/2012

Cody Passman  
Notary Public (Print Name)

Christy Barrett  
Affiant Signature

Cody Passman  
Notary Public Signature Bar Roll # 34340

My commission expires: is for life

## CLASS MEMBER ATTORNEY NOTICE MAIL OUT INFORMATION

	FIRM NAME	MAILING ADDRESS	CITY	STATE	ZIP	CLASS NOTICE MAIL DATE
1	BECNEL LAW FIRM, LLC	425 WEST AIRLINE HWY	LAPLACE	LA	70068	7/6/2012
2	BENCOMO LAW GROUP	639 LOYOLA AVE.	NEW ORLEANS	LA	70113	7/6/2012
3	CATHERINE H. JACOBS	1161 ROBINSON ST.	OCEAN SPRINGS	MS	39564	7/6/2012
4	IRPINO LAW FIRM	2216 MAGAZINE ST.	NEW ORLEANS	LA	70130	7/10/2012
5	REICH & BINSTOCK	4265 SAN FELIPE, SUITE 1000	HOUSTON	TX	77027	7/10/2012
6	HAWKINS, STRACENER & GIBSON, PLLC	153 MAIN ST.	BAY ST. LOUIS	MS	39520	7/6/2012
7	EULIS SIMIEN, JR.	7908 WRENWOOD BLVD.	BATON ROUGE	LA	70809	7/6/2012
8	FRANK J. D'AMICO, JR. APLC	4731 CANAL ST.	NEW ORLEANS	LA	70119	7/6/2012
9	GAINSBURGH, BENJAMIN, DAVID MEUNIER & WARSHAUER	2800 ENERGY CENTRE, 1100 POYDRAS ST	NEW ORLEANS	LA	70163	7/6/2012
10	GILL, LADNER & PRIEST, PLLC	403 SOUTH STATE ST.	JACKSON	MS	39201	7/6/2012
11	THE ANDRY LAW GROUP LLC	610 BARONNE ST.	NEW ORLEANS	LA	70113	7/6/2012
12	L. ERIC WILLIAMS	434 METAIRIE RD., STE. 404	METAIRIE	LA	70005	7/6/2012
13	LAMBERT & NELSON, PLC	701 MAGAZINE ST.	NEW ORLEANS	LA	70130	7/6/2012
14	LANGSTON & LOTT	100 SOUTH MAIN ST.	BOONEVILLE	MS	38829	7/6/2012
15	NEXSEN PRUET	205 KING ST., SUITE 400	CHARLESTON	SC	29401	7/6/2012
16	PARKER WAICHMAN LLP	6 HARBOR PARK DRIVE	PORT WASHINGTON	NY	11050	7/6/2012
17	PIUS A. OBIOHA	1550 N. BROAD ST.	NEW ORLEANS	LA	70119	7/6/2012
18	PLAINTIFF'S STEERING COMMITTEE	2800 ENERGY CENTRE, 1100 POYDRAS ST	NEW ORLEANS	LA	70163	7/6/2012
19	DOUGLAS M. SCHMIDT APLC	335 CITY PARK AVE.	NEW ORLEANS	LA	70119	7/6/2012
20	THE BUZBEE LAW FIRM	JP MORGAN CHASE TOWER, 600 TRAVIS ST., SUITE 7300	HOUSTON	TX	77002	7/6/2012
21	LAW OFFICE OF RONNIE G. PENTON	209 HOPPEN PLACE	BOGALUSA	LA	70427	7/6/2012
22	LAW OFFICES OF SIDNEY D. TORRES, III	8301 W. JUDGE PEREZ DR., SUITE 303	CHALMETTE	LA	70043	7/6/2012
23	WATTS HILLIARD LLC	2506 N. PORT AVE.	CORPUS CHRISTI	TX	78401	7/6/2012
24	YOUNG AND HUSAIN	2700 POST OAK BLVD., SUITE 1220	HOUSTON	TX	77056	7/6/2012
25	BORDENAVE BOYKIN & EHRET	400 POYDRAS ST., SUITE 2450	NEW ORLEANS	LA	70130	7/9/2012
26	BRUNO & BRUNO	855 BARONNE ST	NEW ORLEANS	LA	70113	7/9/2012
27	DEGRAVELLES LAW OFFICE	618 MAIN ST.	BATON ROUGE	LA	70801	7/9/2012
28	DOMENGEAUX WRIGHT ROY & EDWARDS	556 JEFFERSON ST., SUITE 500 P.O. BOX 3668	LAFAYETTE	LA	70501	7/9/2012
29	GARNER & MUNOZ	1010 COMMON ST #3000	NEW ORLEANS	LA	70112	7/9/2012
30	HILLIARD MUNOZ GONZALES	719 S. SHORELINE BLVD, #500	CORPUS CHRISTI	TX	78401	7/9/2012
31	HINGLE LAW FIRM	8550 UNITED PLAZA BLVD., SUITE 702	BATON ROUGE	LA	70809	7/9/2012
32	HOWARD & REED ATTORNEYS AT LAW	839 ST. CHARLES AVE., SUITE 306	NEW ORLEANS	LA	70130	7/9/2012
33	HURRICANE LEGAL CENTER, LLC	600 CARONDELET ST. SUITE 602	NEW ORLEANS	LA	70130	7/9/2012
34	J.D. WILLIAMS & ASSOCIATES	1313 LAFAYETTE ST	LAFAYETTE	LA	70501	7/9/2012
35	JACK W. HARANG, ATTORNEY AT LAW	228 ST. CHARLES AVE., STE. 501	NEW ORLEANS	LA	70130	7/9/2012
36	JIM S. HALL AND ASSOCIATES	800 N CAUSEWAY BLVD	METAIRIE	LA	70001	7/9/2012
37	LAW OFFICE OF JOHN ARTHUR EAVES	101 NORTH STATE ST.	JACKSON	MS	39201	7/9/2012
38	LAW OFFICES OF STUART BARASCH	925 41ST ST., SUITE 102	MIAMI BEACH	FL	33140	7/9/2012
39	LEONARD J. CLINE ATTORNEY	3021 35TH ST. STE. A	METAIRIE	LA	70001	7/9/2012
40	MURRAY LAW FIRM	650 POYDRAS ST. SUITE 2150	NEW ORLEANS	LA	70130	7/9/2012
41	RODNEY & ETTER LLC	620 NORTH CARROLLTON AVENUE	NEW ORLEANS	LA	70119	7/9/2012
42	SAMUEL C. WARD JR. & ASSOCIATES	6600 ST. FERDINAND ST.	BATON ROUGE	LA	70802	7/9/2012
43	TAGGART MORTON	1100 POYDRAS STREET, SUITE 2100	NEW ORLEANS	LA	70163	7/9/2012
44	THE LARRE LAW FIRM LLC	1019 4TH ST.	GRETNA	LA	70053	7/9/2012
45	THE LAW OFFICE OF JOSEPH M. BRUNO, APLC	855 BARONNE ST., THIRD FLOOR	NEW ORLEANS	LA	70113	7/9/2012
46	THE LAW OFFICES OF NEWTON B. SCHWARTZ SR.	1911 SOUTHWEST FREEWAY	HOUSTON	TX	77098	7/9/2012
47	TITLE-MART LLC	4323 DIVISION ST., #110	METAIRIE	LA	70002	7/9/2012
48	TREGG C. WILSON ATTORNEY	574 BELLE TERRE BLVD.	LAPLACE	LA	70068	7/9/2012
49	VERON, BICE, PALERMO & WILSON, LLC	721 KIRBY STREET, P.O. BOX 2125	LAKE CHARLES	LA	70601	7/9/2012
50	WALTER C. DUMAS ATTORNEY	1261 GOVERNMENT ST.	BATON ROUGE	LA	70802	7/9/2012
51	WALTZER & ASSOCIATES	1025 DIVISION ST, SUITE C	BILOXI	MS	39530	7/9/2012
52	WILLIAMS LAW OFFICE, LLC	3021 35TH ST. STE. B	METAIRIE	LA	70001	7/9/2012
53	WOODFILL & PRESSLER, LLP	1221 LAMAR ST., STE. 510	HOUSTON	TX	77010	7/9/2012

**SETTLEMENT NOTICE PLAN**

1. Dissemination of the Class Settlement Notice shall be the responsibility of the Special Master appointed by this Honorable Court.
2. The Notice of the settlement shall be disseminated in written form as follows:
  - a. By first class U.S. mail delivery of Exhibit "E" to the Settlement Agreement (Class Notice Package) to the last known address of potential Class Members (or to their attorneys, if known by the PSC). If Long Form Notices addressed specifically to Class Members are returned, the Special Master shall process the names of Class Members whose Class Notice Packages were returned through an appropriate federal, state or local public record locator service, to provide updated addresses for Class Members. If an updated address is located, the Special Master shall re-mail the Class Notice Package to the Class Members with the new address;
  - b. By first class mail delivery and electronic mail to all attorneys appearing as counsel of record in this matter who have in the past represented, or who presently represent, any potential Class Member;
  - c. By publishing of Exhibit "I" of the Settlement Agreement (Short Form Notice) in major newspapers serving the areas affected by Hurricanes Katrina and Rita. The Short Form Notice shall be used for the principal purpose of encouraging Class members to seek additional information. The Short Form Notice is designed to be simple but sufficiently comprehensive to inform Class members, prior to the Fairness Hearing, that there is a pending settlement, and further (i) inform Class members as to how they may obtain a

copy of the Class Notice Package; (ii) protect their rights regarding the settlement; (iii) request exclusion from the Class and the proposed settlement, if desired; (iv) object to any aspect of the proposed settlement; and (v) participate, if desired, in the Fairness Hearing. Finally, the Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Class. The Short Form Notice publications will appear in newspapers which include the following:

- i. Galveston County Daily News, Galveston, TX;
- ii. Houston Chronicle, Houston, TX;
- iii. The Advocate, Baton Rouge, LA;
- iv. Times-Picayune, New Orleans, LA;
- v. Daily Advertiser, Lafayette, LA;
- vi. American Press, Lake Charles, LA;
- vii. The Sun Herald, Gulfport, MS; and
- viii. Press-Register, Mobile, AL

3. The parties propose that mailings of the Class Notice Package begin on or about July 3, 2012. Publication of the Short Form Notice shall begin on or about July 3, 2012 and shall be completed fourteen (14) days after initial publication. Publication of the Short Form Notice will occur twice (once in a daily edition and once in a Sunday edition) in the above-listed newspapers. The Special Master shall place the orders for publication of the Short Form Notice and personally review proofs thereof prior to publication to assure that the advertisements are suitable to serve the purposes herein stated.

4. The Special Master also shall submit to different media outlets in the affected areas for publication the attached Public Service Announcement (“PSA”, Exhibit “J”). The Special Master then shall monitor the publication of the PSA and shall forward the transcripts of any radio publications of the PSA to each Party.

This notification plan is designed to (i) provide the best practicable notice under the circumstances of this action and the terms of the Stipulation of Settlement; (ii) provide Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations effectively; (iii) reach both those class Members for whom accurate addresses are known and those Class Members whose addresses have changed or are not currently known; and (iv) satisfy federal due process and other relevant standards.

**Did you suffer symptoms or injuries as a  
result of exposure to formaldehyde in a  
Travel Trailer or Park Model Trailer  
provided by the United States  
Government and manufactured by one of  
the below-listed Manufacturers following  
Hurricanes Katrina or Rita?**

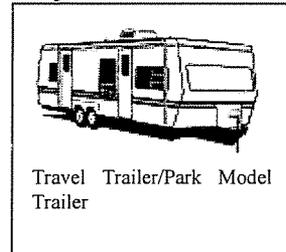
**A legal settlement provides payments to people for exposure to  
and/or injuries from formaldehyde.**

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



If you claim exposure to formaldehyde in a Manufactured Home similar to this, you are not included in the Settlement

- A class settlement has been proposed to resolve hundreds of lawsuits seeking damages for exposure to or injuries from formaldehyde in Travel Trailers and Park Model Trailers manufactured by certain Manufacturers.
- The settlement will pay money to those who suffered symptoms or injuries because of exposure to formaldehyde in such travel trailers and/or park model trailers and who submit valid claim forms.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.



These types of units are included in the Settlement

**QUESTIONS? CALL 1-800-728-1628 TOLL FREE, OR VISIT  
[WWW.FEMAFORMALDEHYDELITIGATION.COM](http://WWW.FEMAFORMALDEHYDELITIGATION.COM)**

<b>Your Legal Rights and Options in this Settlement:</b>	
<b>Submit a Claim Form</b>	<b>The only way to ask for a payment.</b>
<b>Ask to be Excluded</b>	<b>Get no payment. The only option that allows you to sue the Defendants over the claims resolved by this settlement.</b>
<b>Object</b>	<b>Write to the Court about why you don't like the settlement. You still need to submit a Claim Form to ask for a payment.</b>
<b>Go to a Hearing</b>	<b>Ask to speak in Court about the fairness of the settlement. You still need to submit a Claim Form to ask for a payment.</b>
<b>Do Nothing</b>	<b>Get no payment. Give up rights.</b>

- These rights and options—and the 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. Money will be distributed if the Court does so, and after any appeals are resolved. Please be patient.

**WHAT THIS NOTICE CONTAINS**

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3. What is this lawsuit about?
4. What is formaldehyde?
5. Why is this a class action?
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- 22. Do I have to come to the hearing?
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- 25. How do I get more information about the settlement?

## Basic Information

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options, before the Court decides whether to give "final approval" to the settlement. If the Court approves the settlement, and after any appeals are resolved, payments will be made to everyone who submitted a timely and valid Claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Kurt Engelhardt in the United States District Court for the Eastern District of Louisiana, is overseeing this class action. The case is known as *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, MDL No. 2:07-MD-1873, Section "N" (5). The people who sued are called the "Plaintiffs," and the companies they sued are called the "Defendants." This case is known as a MDL, which means that it groups together a number of cases that were originally filed in state and federal court in Alabama, Mississippi, Louisiana, and Texas. This Settlement will resolve all of those cases together against certain Defendants.

### 2. Which companies are part of the settlement?

The settlement includes the following Manufacturers, along with some of their insurers, as defendants and other Released Parties

Citair, Inc.; Coachman Industries, Inc., Coachman RV Licensed Products Division, LLC; Coachmen Recreational Vehicle Company, LLC; Coachmen Recreational Vehicle Company of Georgia, LLC; Coachmen Industries, Inc.; Cruiser RV, LLC; Damon Motor Coach; DS Corp. d/b/a CrossRoads RV, Inc.; Doubletree RV, L.L.C.; Dutchmen Manufacturing, Inc.; Fairmont Homes, Inc., Forest River, Inc., Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc., Heartland Recreational Vehicles, LLC; Homette Corporation, Hy-Line Enterprises, Inc., n/k/a FRH, Inc., Jayco, Inc., Jayco Enterprises, Inc., Keystone RV Company; Komfort Corp.; KZRV, LP; Layton Homes Corp.; R-Vision, Inc.; Monaco Coach Corporation; Pilgrim International, Inc.; Play'Mor Trailers, Inc.; Recreation By Design, LLC; Skyline Corporation; Skyline Homes, Inc.; Starcraft RV., Inc., SunRay R.V., L.L.C, and SunRay Investments, L.L.C.; Thor Industries, Inc.; Thor California, Inc.; Timberland RV Company, Inc. d/b/a Adventure Manufacturing; TL Industries, Inc.; Vanguard, LLC, Vanguard Industries, Inc. of Michigan, Inc., Viking Recreational Vehicles LLC.

The participation of R-Vision, Inc. is contingent upon the approval of the United States Bankruptcy Courts for the District of Delaware. Should the Bankruptcy Court not approve the participation of this Defendant in this Settlement, this Defendant, and its contribution to the Settlement, will be considered withdrawn from the Settlement. The participation of Pilgrim International, Inc. is contingent upon the approval of the United States Bankruptcy Court for the Northern District of Indiana. The participation of Monaco Coach Corporation is contingent upon the approval of the United States Bankruptcy Court for the District of Delaware. Should the Bankruptcy Courts not approve the participation of these Defendants in this Settlement, these Defendants, and their contributions to the Settlement, will be considered withdrawn from the settlement.

### 3. What is this lawsuit about?

This case came about after Hurricanes Katrina and Rita. Those hurricanes left people homeless in Alabama, Mississippi, Louisiana and Texas. The federal government provided housing, called Emergency Housing Units (“EHUs”), for people. The Defendants and other Released Parties in this case Manufactured some of the EHUs provided. The Plaintiffs in this case allege that they were exposed to hazardous levels of formaldehyde the EHUs. Defendants deny these claims. This case applies only to those persons who claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by FEMA and manufactured by one of the Settling Defendants listed above in Section 2. If you claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Manufactured Home, also called a mobile home, provided by FEMA, you are not included in this Class.

### 4. What is Formaldehyde?

Formaldehyde is a chemical found both indoors and outdoors. Even the human body creates formaldehyde. Some of the building materials used in an EHU release formaldehyde. Formaldehyde is a chemical that is sometimes used as an adhesive in the assembly of certain parts of Travel Trailers.

### 5. Why is this a class action?

In a class settlement, one or more people called “Class Representatives” propose to settle claims on behalf of people who have similar claims, who are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 6. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to settle. That way, they avoid the costs and risks of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members. The settlement does not mean that the Defendants and other Released Parties did anything wrong.

## Who is in the Settlement?

To see if you can get benefits from this settlement, you first have to determine if you are a Class Member

### 7. How do I know if I am part of the settlement?

If you claim to have suffered injuries or symptoms as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer, provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, the Travel Trailer or Park Model Trailer must have been Manufactured by a Manufacturer listed above in Section 2. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer or Park Model Trailer, or the vehicle identification number, which will identify the manufacturer. To be a Class Member, the trailer in which you claim to have been exposed to formaldehyde must have been a Travel Trailer or Park Model Trailer, not a Manufactured Home.

## 8. I'm still not sure I'm included.

If you are not sure whether you are included in the Class, you may call the toll free number 1-800-728-1628 with questions. Also, even if you are not sure if you are included in the Class, you should submit a timely Claim Form if you do not wish to be excluded from the Class.

## The Settlement Benefits—What You Get

### 9. What does the settlement provide?

This settlement, in the total amount of \$37,468,574.16, will provide money to Class Members who submit timely and valid Claim Forms. A Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, describes all of the details about the proposed settlement.

### 10. How much will my payment be?

The money from the settlement will be distributed according to a Class Benefit Formula approved by the Court. **If you received any Medicare/Medicaid/TRICARE/Veteran's Administration/Indiana Health Services benefits, some or all of these amounts may be deducted from your settlement.**

## How to Get a Payment—Submitting A Claim Form

### 11. How can I get a payment?

To ask for a payment, you must complete and submit a Claim Form. A Claim Form is included with this Notice. You can also get a Claim Form at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. Please read the instructions carefully, fill out the Claim Form and mail it, **postmarked by October 12, 2012**, to:

FEMA TRAILER LITIGATION CLAIMS ADMINISTRATOR

P.O. Box 82565

Baton Rouge, Louisiana 70884

### 12. When will I get my payment?

The payments will be mailed to Class Members who send in timely and valid Claim Forms, after the Court grants "final approval" of the settlement, and any appeals are resolved. If Judge Engelhardt approves the settlement after an upcoming hearing (*see* the section "The Court's Fairness Hearing" below), there may be appeals. If there are any appeals, resolving them can take time. Please be patient.

### 13. What am I giving up to get a payment or stay in the Class?

If the settlement becomes final, you will be releasing the Defendants or other Released Parties who settled, for all the claims identified in Section IX of the Settlement Agreement. These are called “Released Claims.” The Settlement Agreement is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com). The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to your attorneys (*see* the section on “The Lawyers Representing You” below) or your own lawyer if you have questions about the Released Claims or what they mean.

## Excluding Yourself From the Settlement

If you don’t want a payment from this settlement, but you want to keep the right to sue the Defendants or other Released Parties about the issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the settlement Class.

### 14. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*. You must include the case number (No. 2:07-MD-1873, Section “N” (5)), your full name, address, and telephone number, identify which defendant(s) you have claims against (the manufacturer of your EHU), and sign the request. Your exclusion request will not be valid, and you will be bound by the settlement, if you do not include this information in your exclusion request. You must mail your request for exclusion so that it is received by **August 17, 2012**, to:

Gerald E. Meunier  
Justin I. Woods  
Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC  
2800 Energy Centre  
1100 Poydras Street  
New Orleans, LA 70163

You can’t exclude yourself on the phone or at the website.

### 15. If I don’t exclude myself, can I sue the Defendants or other Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants or other Released Parties for the claims that this settlement resolves. You must exclude yourself from this Class to start your own lawsuit. Remember, any exclusion requests must be received by **August 17, 2012**.

### 16. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

## The Lawyers Representing You

### 17. Do I have a lawyer in this case?

If you have hired a lawyer to represent you for claims in this litigation, please contact your lawyer for further information.

The Court appointed certain attorneys, known as the Plaintiffs' Steering Committee or "PSC," to represent you and other Class Members. You do not have to pay them. They will be paid out of the Total Settlement Fund. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

## Objecting To The Settlement

You can tell the Court if you don't agree with the settlement or some part of it.

### 18. How do I tell the Court if I don't like the settlement?

You can object to the settlement if you don't like some part of it. The Court will consider your views. To do so, you must send in a written objection in the case, *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MD-1873, Section "N" (5). You must include your full name, address, telephone number, and your signature. You must also include the specific reasons why you object to the settlement, any legal support or evidence to support your objection, and whether you or your attorney, or any other witness, will be attending the hearing, along with a description of any witness's testimony, and a list of any exhibits you may offer at the hearing along with copies of those exhibits. (See "The Court's Fairness Hearing" below). You must mail your objection so that it is received by **August 31, 2012**, to the three addresses listed below:

Court	PSC	Defense Counsel
Clerk of Court Eastern District of Louisiana, North Division Hale Boggs Federal Building United States Courthouse 500 Poydras Street, Room C-151 New Orleans, LA 70130	Gerald E. Meunier Justin I. Woods Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC 2800 Energy Centre 1100 Poydras Street New Orleans, LA 70163	James C. Percy Ryan E. Johnson Jones Walker 5th Floor 8555 United Plaza Boulevard 5th Floor Baton Rouge, Louisiana 70809

The Court may overrule your objection. If you want money from the settlement, even if you object to it, you must file a timely Claim Form.

### 19. What's the difference between objecting and asking to be excluded?

Objecting is telling the Court that you oppose approval of the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## 20. Do I need to make an appearance to talk about my objection?

Once you file a timely and valid objection, the Special Master, who is someone the Court appointed to help with the settlement, will schedule a hearing to try to resolve your objection. You will receive a notice of the date, time and place of the hearing. You must attend this Special Master hearing for your objection to be heard at the Fairness Hearing.

## The Court's Fairness Hearing

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

## 21. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Fairness Hearing on September 27, 2012, at the Courthouse for the Eastern District of Louisiana, Northern Division, Hale Boggs Federal Building, United States Courthouse, 500 Poydras Street, Room C-351, New Orleans, LA 70130. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Engelhardt will listen to people who have asked to speak about an objection according to Question 18 above. The Court may also decide how much to award the PSC as fees for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The hearing may be moved to a different date without additional notice, so it is a good idea to check [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for updated information.

## 22. Do I have to come to the hearing?

No. You do not have to attend the Fairness Hearing. The PSC will answer questions that Judge Engelhardt may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to the Fairness Hearing to talk about it. As long as you filed and mailed your written objection on time, and as long as you attended the Special Master hearing according to Question 20 above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

## 23. May I speak at the hearing?

If you submitted an objection to the settlement (*see* Question 18), you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*." Your Notice of Intention to Appear must be received no later than **August 31, 2012**, and must be sent to the addresses listed in question 18 along with the following information:

- name of the case (*In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MD-1873, Section "N" (5));
- your full name, address, telephone number, and signature;
- detailed statement of the specific legal and factual basis for each objection;
- list of any witnesses you intend to call at the Fairness Hearing, and a description of the testimony to be offered; and
- list of exhibits and copies of all exhibits you intend to introduce at the Fairness Hearing.

## If You Do Nothing

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

If you do nothing, you'll get no payment from this settlement. And, unless you exclude yourself, you won't be able to sue the Defendants or other Released Parties for the claims resolved in this case.

## Getting More Information

### 25. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement, which is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. If you have questions, visit the website, or call 1-800-728-1628, toll free.

CLAIM FORM  
 IN RE: FEMA TRAILER FORMALDEHYDE PRODUCT LIABILITY LITIGATION  
 CLASS ACTION SETTLEMENT –MANUFACTURER SETTLEMENT

[PRE-ADDRESSED LABEL TO POTENTIAL CLASS MEMBER OR REPRESENTATIVE APPEARS HERE]

CLASS MEMBER OR CLAIMANT INFORMATION		
Write any name and address corrections below or if there is no pre-printed data to the left, you must provide your name and address here:		
Full Name		
Mailing Address		
City	State	Zip

You may be entitled to Class Benefits if you are someone who claims to have been exposed to formaldehyde in a trailer or park model trailer that was provided by FEMA to persons displaced by Hurricanes Katrina and/or Rita.

You may be a member of the Class to which this settlement applies. A lawsuit pending in the United States District Court, Eastern District of Louisiana, groups together numerous actions that had been filed in courts in Alabama, Mississippi, Louisiana, and Texas. The Plaintiffs and certain Defendants have reached a proposed class action settlement. This package of materials (the "Class Notice Package") describes the proposed settlement of this class action lawsuit and has been sent to you by order of the Court because you may be a member of the Class and must make a decision about whether to remain in the Class. If you remain in the Class, you will be entitled to make a claim for the Class Relief afforded by this settlement, which is a cash award.

This settlement only applies to those who resided in travel trailers or park model homes. It does not apply to those who resided in Manufactured Homes. If you have hired a lawyer to represent you for your claims in this litigation, please contact your lawyer for more information. If you have any questions, please call 1-800-728-1628.

To be fully informed about the benefits and implications of the proposed settlement you may read all the documents included in this Class Notice Package and you may also review the full settlement materials on [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com), including the Settlement Agreement.

**CLAIM FORM**

**You need to submit this Claim Form, postmarked by October 12, 2012, to receive Class Benefits under this settlement.** If you are a Class Member and you do not timely submit a Claim Form, you will not be eligible for any benefits under this settlement. Unless you timely exclude yourself from the Class by **August 17, 2012**, you cannot sue the Defendants over the claims settled in this case, even if you do not receive Class Benefits because your Claim Form was untimely.

This Claim Form asks specific questions about you, the Class Member. Please complete the Claim Form to the best of your ability. **Note: You must provide your full name, your social security number, your gender, your date of birth, and your address to receive Class Benefits.** If you do not provide these items and you do not opt-out of the settlement, you will still be bound by the Settlement Agreement and its release even though you will not be eligible to receive any money from the settlement. If you do not have or know certain information that is asked for, other than your full name, gender, date of birth, social security number and address, you may leave parts of this Claim Form blank and submit this Claim Form anyway. The Special Master will make a good faith attempt to process the Claim Form by seeking additional information from you. Obviously, the more information you can provide, the more likely your claim can be effectively processed.

Please supply the following information, along with the Class Member or Claimant Information above:

Full Name of Class Member:	_____
Social Security Number of Class Member :	_____
Gender of Class Member:	_____
Date of Death of Class Member, if applicable:	_____
Telephone Number of Class Member:	_____
Date of Birth of Class Member:	_____
Address of Class Member:	_____
Manufacturer of the travel trailer or park model trailer provided by FEMA (If you know it. Otherwise leave it blank and submit this Claim Form anyway).	_____
Vehicle Identification Number ("VIN") or Serial Number of the travel trailer or park model trailer provided by FEMA (Otherwise leave it blank and submit this Claim Form anyway).	_____

Description of any injuries you claim you suffered from or are related to formaldehyde exposure in the emergency housing unit. (If you claim injury from or related to formaldehyde exposure in the travel trailer or park model trailer.. Otherwise, write "not applicable" and submit this Claim Form anyway).

If you reside or live in a travel trailer or park model trailer, please provide the dates of residence

If you didn't actually reside in a travel trailer or park model trailer, please provide the following information:

The date(s) you claim your symptoms/injuries occurred:

Any information you have to support your claim:

The person to whom the FEMA trailer in which you claim to have suffered symptoms/injuries:

\* Capitalized terms used in this Claim Form are defined in the Settlement Agreement, which can be found on [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com).

**DOCUMENTS:** Please attach the following documents to your Claim Form, if you have them: (1) documents reflecting that you made a permanent or temporary shelter out of the travel trailer or park model trailer provided by FEMA; (2) documents reflecting that such trailer was manufactured by a Defendant; and (3) documents reflecting the VIN or serial number of the trailer, if you have any.

**Even if you don't have these documents you may still qualify and you can submit the Claim Form anyway.** Anything related that you do have may help the Special Master see if you qualify for Class Benefits. Please don't include any correspondence between you and your attorney.

**CLASS MEMBER DECLARATION FORM**

I certify that I have read this Claim Form; I believe I am a member of the Class, that I am eligible for Class Benefits; all of the information on this Claim Form is true and correct to the best of my knowledge; I have attached to, or enclosed with this Claim Form all documents that I have been able to locate; I have not assigned any of my rights in this Action or any Pending Action to anyone else.

\_\_\_\_\_  
Signature of Class Member

**[PLEASE COMPLETE OTHER CLAIM FORM PROVIDED, IF YOU ALSO WISH TO PARTICIPATE IN THE CONTRACTOR SETTLEMENT]**

If you are a representative filing this Claim Form on behalf of a Class Member, please have that Class Member sign the "Signature of Class Member" line, and in addition, please fill out the following information:

Claimant/Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Relationship to Class Member: \_\_\_\_\_

Claim Forms and supporting documents must be postmarked by **October 12, 2012**.

Please mail to:

FEMA TRAILER LITIGATION CLAIMS ADMINISTRATOR  
P.O. Box 82565  
Baton Rouge, Louisiana 70884

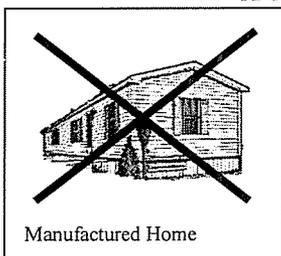
Questions? Call 1-800-728-1628 TOLL FREE, OR VISIT [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

**FOLD INTO THIRDS AND RETURN**

**Did you suffer symptoms or injuries as a  
result of exposure to formaldehyde in a  
Travel Trailer or Park Model Trailer  
provided by the United States  
Government and installed, maintained or  
refurbished by one of the below-listed  
Contractors following Hurricanes  
Katrina or Rita?**

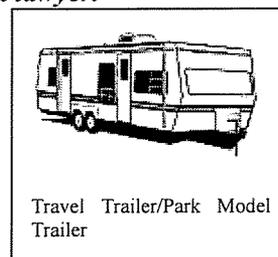
**A legal settlement provides payments to people for exposure to  
and/or injuries from formaldehyde.**

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



If you claim exposure to formaldehyde in a Manufactured Home similar to this, you are not included in the Settlement

- A class settlement has been proposed to resolve hundreds of lawsuits seeking damages for exposure to or injuries from formaldehyde in Travel Trailers and Park Model Trailers installed, maintained or refurbished by certain Contractors.



- The settlement will pay money to those who suffered symptoms or injuries because of exposure to formaldehyde in such travel trailers and/or park model trailers and who submit valid claim forms.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

These types of units are included in the Settlement

**QUESTIONS? CALL 1-800-728-1628 TOLL FREE, OR VISIT  
WWW.FEMAFORMALDEHYDELITIGATION.COM**

<b>Your Legal Rights and Options in this Settlement:</b>	
<b>Submit a Claim Form</b>	<b>The only way to ask for a payment.</b>
<b>Ask to be Excluded</b>	<b>Get no payment. The only option that allows you to sue the Defendants over the claims resolved by this settlement.</b>
<b>Object</b>	<b>Write to the Court about why you don't like the settlement. You still need to submit a Claim Form to ask for a payment.</b>
<b>Go to a Hearing</b>	<b>Ask to speak in Court about the fairness of the settlement. You still need to submit a Claim Form to ask for a payment.</b>
<b>Do Nothing</b>	<b>Get no payment. Give up rights.</b>

- These rights and options—and the 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. Money will be distributed if the Court does so, and after any appeals are resolved. Please be patient.

**WHAT THIS NOTICE CONTAINS**

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3. What is this lawsuit about?
4. What is formaldehyde?
5. Why is this a class action?
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## Basic Information

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options, before the Court decides whether to give "final approval" to the settlement. If the Court approves the settlement, and after any appeals are resolved, payments will be made to everyone who submitted a timely and valid Claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Kurt Engelhardt in the United States District Court for the Eastern District of Louisiana, is overseeing this class action. The case is known as *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, MDL No. 2:07-MD-1873, Section "N" (5). The people who sued are called the "Plaintiffs," and the companies they sued are called the "Defendants." This case is known as aMDL, which means that it groups together a number of cases that were originally filed in state and federal court in Alabama, Mississippi, Louisiana, and Texas. This Settlement will resolve all of those cases together against certain Defendants.

### 2. Which companies are part of the settlement?

The settlement includes the following Contractors, along with some of their insurers, as defendants and other Released Parties

Bechtel National, Inc.; CH2M HILL Constructors, Inc.; Fluor Enterprises, Inc.; Shaw Environmental, Inc.; Jacquet Construction Services; PRI/DJI, A Reconstruction Joint Venture; Project Resources, Inc.; American Radiation Services, Inc.; B & I Services, L.L.C.; Davis Professional Accounting Services, Inc. a/k/a Davis Professional Services, Inc.; Multi-Task, L.L.C.; DC Recovery Systems; MLU Services, Inc.; Smith Research Corporation; T-Mac, Inc.; TKTMJ, Inc.; and Del-Jen, Inc.

### 3. What is this lawsuit about?

This case came about after Hurricanes Katrina and Rita. Those hurricanes left people homeless in Alabama, Mississippi, Louisiana and Texas. The federal government provided housing, called Emergency Housing Units (“EHUs”), for people. The settling Defendants in this case installed, maintained or refurbished some of the EHUs provided. The Plaintiffs in this case allege that they were exposed to hazardous levels of formaldehyde the EHUs. Defendants deny these claims. This case applies only to those persons who claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by FEMA and installed, maintained or refurbished by one of the Settling Defendants listed above in Section 2. If you claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Manufactured Home, also called a mobile home, provided by FEMA, you are not included in this Class.

#### 4. What is Formaldehyde?

Formaldehyde is a chemical found both indoors and outdoors. Even the human body creates formaldehyde. Some of the building materials used in an EHU release formaldehyde. Formaldehyde is a chemical that is sometimes used as an adhesive in the assembly of certain parts of Travel Trailers and Park Model Trailers.

#### 5. Why is this a class action?

In a class settlement, one or more people called “Class Representatives” propose to settle claims on behalf of people who have similar claims, who are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### 6. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to settle. That way, they avoid the costs and risks of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members. The settlement does not mean that the Defendants and other Released Parties did anything wrong.

### Who is in the Settlement?

To see if you can get benefits from this settlement, you first have to determine if you are a Class Member

#### 7. How do I know if I am part of the settlement?

If you claim to have suffered injuries or symptoms as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer, provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, the Travel Trailer or Park Model Trailer must have been installed, maintained or refurbished by a Contractor listed above in Section 2. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer or Park Model Trailer, or the vehicle identification number, which will identify the manufacturer. To be a Class Member, the trailer in which you claim to have been exposed to formaldehyde must have been a Travel Trailer or Park Model Trailer, not a Manufactured Home.

#### 8. I’m still not sure I’m included.

If you are not sure whether you are included in the Class, you may call the toll free number 1-800-728-1628 with questions. Also, even if you are not sure if you are included in the Class, you should submit a timely Claim Form if you do not wish to be excluded from the Class.

## The Settlement Benefits—What You Get

### 9. What does the settlement provide?

This settlement, in the total amount of \$5,129,250.00, will provide money to Class Members who submit timely and valid Claim Forms. A Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, describes all of the details about the proposed settlement.

### 10. How much will my payment be?

The money from the settlement will be distributed according to a Class Benefit Formula approved by the Court. **If you received any Medicare/Medicaid/TRICARE/Veteran's Administration/Indiana Health Services benefits, some or all of these amounts may be deducted from your settlement.**

## How to Get a Payment—Submitting A Claim Form

### 11. How can I get a payment?.

To ask for a payment, you must complete and submit a Claim Form. A Claim Form is included with this Notice. You can also get a Claim Form at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. Please read the instructions carefully, fill out the Claim Form and mail it, **postmarked by October 12, 2012**, to:

FEMA TRAILER LITIGATION CLAIMS ADMINISTRATOR  
P.O. Box 82565  
Baton Rouge, Louisiana 70884

### 12. When will I get my payment?

The payments will be mailed to Class Members who send in timely and valid Claim Forms, after the Court grants “final approval” of the settlement, and any appeals are resolved. If Judge Engelhardt approves the settlement after an upcoming hearing (*see* the section “The Court’s Fairness Hearing” below), there may be appeals. If there are any appeals, resolving them can take time. Please be patient.

### 13. What am I giving up to get a payment or stay in the Class?

If the settlement becomes final, you will be releasing the Defendants or other Released Parties who settled, for all the claims identified in Section IX of the Settlement Agreement. These are called “Released Claims.” The Settlement Agreement is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com). The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to your attorneys (*see* the section on “The Lawyers Representing You” below) or your own lawyer if you have questions about the Released Claims or what they mean.

## Excluding Yourself From the Settlement

If you don't want a payment from this settlement, but you want to keep the right to sue the Defendants or other Released Parties about the issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the settlement Class.

### 14. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*. You must include the case number (No. 2:07-MD-1873, Section “N” (5)), your full name, address, and telephone number, identify which defendant(s) you have claims against (the contractor which installed, maintained or refurbished your EHU), and sign the request. Your exclusion request will not be valid, and you will be bound by the settlement, if you do not include this information in your exclusion request. You must mail your request for exclusion so that it is received by **August 17, 2012**, to:

Gerald E. Meunier  
Justin I. Woods  
Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC  
2800 Energy Centre  
1100 Poydras Street  
New Orleans, LA 70163

You can't exclude yourself on the phone or at the website.

### 15. If I don't exclude myself, can I sue the Defendants or other Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants or other Released Parties for the claims that this settlement resolves. You must exclude yourself from this Class to start your own lawsuit. Remember, any exclusion requests must be received by **August 17, 2012**.

### 16. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

## The Lawyers Representing You

### 17. Do I have a lawyer in this case?

**If you have hired a lawyer to represent you for claims in this litigation, please contact your lawyer for further information.**

The Court appointed certain attorneys, known as the Plaintiffs' Steering Committee or “PSC,” to represent you and other Class Members. You do not have to pay them. They will be paid out of the Total Settlement Fund. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

## Objecting To The Settlement

You can tell the Court if you don't agree with the settlement or some part of it.

### 18. How do I tell the Court if I don't like the settlement?

You can object to the settlement if you don't like some part of it. The Court will consider your views. To do so, you must send in a written objection in the case, *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MD-1873, Section "N" (5). You must include your full name, address, telephone number, and your signature. You must also include the specific reasons why you object to the settlement, any legal support or evidence to support your objection, and whether you or your attorney, or any other witness, will be attending the hearing, along with a description of any witness's testimony, and a list of any exhibits you may offer at the hearing along with copies of those exhibits. (See "The Court's Fairness Hearing" below). You must mail your objection so that it is received by **August 31, 2012**, to the three addresses listed below:

Court	PSC	Defense Counsel
Clerk of Court Eastern District of Louisiana, North Division Hale Boggs Federal Building United States Courthouse 500 Poydras Street, Room C-151 New Orleans, LA 70130	Gerald E. Meunier Justin I. Woods Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC 2800 Energy Centre 1100 Poydras Street New Orleans, LA 70163	David Kurtz Baker Donelson 201 St. Charles Ave. Suite 3600 New Orleans, LA 70170

The Court may overrule your objection. If you want money from the settlement, even if you object to it, you must file a timely Claim Form.

### 19. What's the difference between objecting and asking to be excluded?

Objecting is telling the Court that you oppose approval of the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### 20. Do I need to make an appearance to talk about my objection?

Once you file a timely and valid objection, the Special Master, who is someone the Court appointed to help with the settlement, will schedule a hearing to try to resolve your objection. You will receive a notice of the date, time and place of the hearing. You must attend this Special Master hearing for your objection to be heard at the Fairness Hearing.

## The Court's Fairness Hearing

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

## 21. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Fairness Hearing on September 27, 2012, at the Courthouse for the Eastern District of Louisiana, Northern Division, Hale Boggs Federal Building, United States Courthouse, 500 Poydras Street, Room C-351, New Orleans, LA 70130. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Engelhardt will listen to people who have asked to speak about an objection according to Question 18 above. The Court may also decide how much to award the PSC as fees for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The hearing may be moved to a different date without additional notice, so it is a good idea to check [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for updated information.

## 22. Do I have to come to the hearing?

No. You do not have to attend the Fairness Hearing. The PSC will answer questions that Judge Engelhardt may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to the Fairness Hearing to talk about it. As long as you filed and mailed your written objection on time, and as long as you attended the Special Master hearing according to Question 20 above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

## 23. May I speak at the hearing?

If you submitted an objection to the settlement (*see* Question 18), you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*." Your Notice of Intention to Appear must be received no later than **August 31, 2012**, and must be sent to the addresses listed in question 18 along with the following information:

- name of the case (*In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MD-1873, Section "N" (5) ;
- your full name, address, telephone number, and signature;
- detailed statement of the specific legal and factual basis for each objection;
- list of any witnesses you intend to call at the Fairness Hearing, and a description of the testimony to be offered; and
- list of exhibits and copies of all exhibits you intend to introduce at the Fairness Hearing.

## If You Do Nothing

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

If you do nothing, you'll get no payment from this settlement. And, unless you exclude yourself, you won't be able to sue the Defendants or other Released Parties for the claims resolved in this case.

## Getting More Information

### 25. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement, which is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. If you have questions, visit the website, or call 1-800-728-1628 toll free.

CLAIM FORM  
 IN RE: FEMA TRAILER FORMALDEHYDE PRODUCT LIABILITY LITIGATION  
 CLASS ACTION SETTLEMENT – **CONTRACTOR SETTLEMENT**

**[PRE-ADDRESSED LABEL TO POTENTIAL CLASS MEMBER OR REPRESENTATIVE APPEARS HERE]**

CLASS MEMBER OR CLAIMANT INFORMATION		
Write any name and address corrections below or if there is no pre-printed data to the left, you must provide your name and address here:		
Full Name		
Mailing Address		
City	State	Zip

You may be entitled to Class Benefits if you are someone who claims to have been exposed to formaldehyde in a trailer or park model trailer that was provided by FEMA to persons displaced by Hurricanes Katrina and/or Rita.

You may be a member of the Class to which this settlement applies. A lawsuit pending in the United States District Court, Eastern District of Louisiana, groups together numerous actions that had been filed in courts in Alabama, Mississippi, Louisiana, and Texas. The Plaintiffs and certain Defendants have reached a proposed class action settlement. This package of materials (the "Class Notice Package") describes the proposed settlement of this class action lawsuit and has been sent to you by order of the Court because you may be a member of the Class and must make a decision about whether to remain in the Class. If you remain in the Class, you will be entitled to make a claim for the Class Relief afforded by this settlement, which is a cash award.

This settlement only applies to those who resided in travel trailers or park model trailers. It does not apply to those who resided in Manufactured Homes. If you have hired a lawyer to represent you for your claims in this litigation, please contact your lawyer for more information. If you have any questions, please call 1-800-728-1628.

To be fully informed about the benefits and implications of the proposed settlement you may read all the documents included in this Class Notice Package and you may also review the full settlement materials on [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com), including the Settlement Agreement.

**CLAIM FORM**

**You need to submit this Claim Form, postmarked by October 12, 2012, to receive Class Benefits under this settlement.** If you are a Class Member and you do not timely submit a Claim Form, you will not be eligible for any benefits under this settlement. Unless you timely exclude yourself from the Class by **August 17, 2012**, you cannot sue the Defendants over the claims settled in this case, even if you do not receive Class Benefits because your Claim Form was untimely.

This Claim Form asks specific questions about you, the Class Member. Please complete the Claim Form to the best of your ability. **Note: You must provide your full name, your social security number, your gender, your date of birth, and your address to receive Class Benefits.** If you do not provide these items and you do not opt-out of the settlement, you will still be bound by the Settlement Agreement and its release even though you will not be eligible to receive any money from the settlement. If you do not have or know certain information that is asked for, other than your full name, gender, date of birth, social security number and address, you may leave parts of this Claim Form blank and submit this Claim Form anyway. The Special Master will make a good faith attempt to process the Claim Form by seeking additional information from you. Obviously, the more information you can provide, the more likely your claim can be effectively processed.

Please supply the following information, along with the Class Member or Claimant Information above:

Full Name of Class Member:	
Social Security Number of Class Member :	
Gender of Class Member:	
Date of Death of Class Member, if applicable:	
Telephone Number of Class Member:	
Date of Birth of Class Member:	
Address of Class Member:	
Contractor who installed, maintained or refurbished the travel trailer or park model trailer provided by FEMA (If you know it. Otherwise leave it blank and submit this Claim Form anyway.	
Vehicle identification Number ("VIN") or Serial Number of the travel trailer or park model trailer provided by FEMA. Otherwise leave it blank and submit this Claim Form anyway.	

Description of any injuries you claim you suffered from or are related to formaldehyde exposure in the emergency housing unit. (If you claim injury from or related to formaldehyde exposure in the travel trailer or park model trailer.. Otherwise, write "not applicable" and submit this Claim Form anyway).

If you reside(d) or live(d) in a travel trailer or park model trailer, please provide the address & dates of residence

If you didn't actually reside in a travel trailer or park model trailer, please provide the following information:

The date(s) you claim your symptoms/injuries occurred:

Any information you have to support your claim:

The person to whom the FEMA trailer in which you

Claim to have suffered symptoms/injuries:

\* Capitalized terms used in this Claim Form are defined in the Settlement Agreement, which can be found on [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com).

**DOCUMENTS:** Please attach the following documents to your Claim Form, if you have them: (1) documents reflecting that you made a permanent or temporary shelter out of the travel trailer or park model trailer provided by FEMA; (2) documents reflecting that such trailer was installed, maintained or refurbished by a Defendant; and (3) documents reflecting the VIN or serial number of the trailer, if you have any.

**Even if you don't have these documents you may still qualify and you can submit the Claim Form anyway.** Anything related that you do have may help the Special Master see if you qualify for Class Benefits. Please don't include any correspondence between you and your attorney.

**CLASS MEMBER DECLARATION FORM**

I certify that I have read this Claim Form; I believe I am a member of the Class, that I am eligible for Class Benefits; all of the information on this Claim Form is true and correct to the best of my knowledge; I have attached to, or enclosed with this Claim Form all documents that I have been able to locate; I have not assigned any of my rights in this Action or any Pending Action to anyone else.

\_\_\_\_\_  
Signature of Class Member

**[PLEASE COMPLETE OTHER CLAIM FORM PROVIDED, IF YOU ALSO WISH TO PARTICIPATE IN THE "MANUFACTURER" SETTLEMENT]**

If you are a representative filing this Claim Form on behalf of a Class Member, please have that Class Member sign the "Signature of Class Member" line, and in addition, please fill out the following information:

Claimant/Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Relationship to Class Member: \_\_\_\_\_

Claim Forms and supporting documents must be postmarked by **October 12, 2012**.

Please mail to:

FEMA TRAILER LITIGATION CLAIMS ADMINISTRATOR  
P.O. Box 82565  
Baton Rouge, Louisiana 70884

Questions? Call 1-800-728-1628 TOLL FREE, OR VISIT [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

**FOLD INTO THIRDS AND RETURN**

# **EXHIBIT 2**

**Affidavit of Mailing**  
***In Re: FEMA Trailer Formaldehyde Product Liability Litigation,***  
**MDL No. 2:07-MD-1873, Section "N" (5)**

I, Dustin Mire, do hereby confirm that I personally sent via electronic mail delivery to all attorneys appearing as counsel of record in this matter the attached documents as required by the Settlement Notice Plan on the dates shown by the document entitled *Class Member Attorney Notice Mail Out Information*.

Attached documents included:

- Class Notice Packet (long form) re: Manufacturers' Settlement
- Class claim form re: Manufacturers' Settlement
- Class Notice Packet (long form) re: Contractors' Settlement
- Class claim form re: Contractors' Settlement

State of Louisiana Parish/County of East Baton Rouge

Subscribed and sworn to before

me on 8/18/2012

Cody Passman  
Notary Public (Print Name)

Dustin Mire  
Affiant Signature

Cody Passman  
Notary Public Signature

My commission expires: is for life

CODY C. PASSMAN  
BAR ROLL NO. 34340  
STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE  
My Commission is for Life

## CLASS MEMBER ATTORNEY NOTICE MAIL OUT INFORMATION (EMAIL LIST)

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		Alister Adkinson	alister@obiohalaw.com	7/9/2012
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**Dustin Mire**

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**From:** Dustin Mire  
**Sent:** Thursday, July 05, 2012 6:14 PM  
**To:** 'Justin Woods'; Palmer Lambert; Adolfo Martinez; Anthony Buzbee; Barb Griffin-Long; Becky; Belinda Fonseca; Beryl Fisse; Betty Nguyen; Bliss Fontenot; bordenavelaw@charter.net; brianca@wrightroy.com; Bryan August Pfleeger; C. Soileau; Candice Sirmon; Casey L. Lott; Cathy Jacobs (ftlacj@gmail.com); Catrice Johnson (sulc109@aol.com); Charles Raymond; Chele Tallon; Clay Garside (clay@waltzerlaw.com); cpinedo@cpinedolaw.com; Danny Russell; Darlene Whittington (darlene@jimshall.com); Darryl James Becnel; David Carr; Dawn Breun; Dee Martinez (dee@hmgclawfirm.com); Denis Vega; Dennis Reich; dischilling@rgplaw.com; Douglas Schmidt; Edward Gibson; eulis@simien.com; FEMA; femagroup@wgclawfirm.com; Frank J. D'Amico Jr. (frank@damicolaw.net); hfabian@murray-lawfirm.com; hlambert@LambertandNelson.com; J. Rock Palermo III (rock@veronbice.com); Jackie Edmundson; James A. Stegall, III; Jamie Priest; 'Jared R. Woodfill'; jbruno@brunobrunolaw.com; jdegravelles@dphf-law.com; Jennifer; Jennifer Minden; Jermaine D. Williams (jermaine@jdwilliamslaw.com); Jim@JimSHall.com; Jodi Fryoux; Jodi Luckoski (jodi@jimshall.com); Joe Rausch; Joel R. Waltzer (joel@waltzerlaw.com); John Etter; John Gilbert Munoz; Jonathan Andry; Jonathan B. Andry; Kay Serven; kerry@jimshall.com; L. Tate; Larry Centola (lcentola@hurricanelegal.com); Leonard Joseph Cline, Jr.; Leticia De La Cruz; Linda Nelson (lindanbarnett@aol.com); Lisa Oakley; Lynn E. Williams, Jr.; Magan Ennis (magan@lambertandnelson.com); Marilyn Trevino; Mary Erickson (mary@hinglelaw.com); Maryanna Penton; Matthew B. Moreland; Melissa; Michael Howell; Michael Watson; Michelle Purchner; Mikal C. Watts (mcwatts@wgclawfirm.com); mtintake@wgclawfirm.com; Neale deGravelles (ndegravelles@dphf-law.com); Newton Schwartz; nhusain@yhlawfirm.com; Pam Flores; Pamela Angel; Pat Shephard (pat@jimshall.com); Paul A. Dominick; Peter Taaffe (ptaaffe@txattorneys.com); Phyllis Cole; Pius Akamdi Obioha; Raul Bencomo; Reed Bowman; Richard L. Tapp, Jr.; Robert Becnel; Roberta L. Burns; Ronald J. Favre; Rosalind Lobrano; Samuel Ward (samuelward@aol.com); Sassoon Sales; Scott Daniels; scott@jbrunolaw.com; Shana Fondren (shanafondren@gmail.com); Shari Wright; Shawn Reed; Sherry Lassere; Sidney D. Torres, III; Stephanie Pizani; Stuart Barasch; Susan LeBouef (susanl@wrightroy.com); Susan Miller; Tina Ricks and Jack Harang; Tregg Wilson (tregg\_wilson@hotmail.com); Walter Dumas; Wanda Capdeville (wanda@jimshall.com); wbgill@bellsouth.net; zinbec@aol.com; jlarre@larrelaw.com; anichols@larrelaw.com  
**Cc:** Gerald E. Meunier; Denise Martin; Joshua Dicharry; Wayne Henderson; 'Dan Balhoff'; 'Randi Ellis'; Cody Passman; Christy Barrett  
**Subject:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements  
**Attachments:** Class Notice (Long Form)\_Manufacturer Settlement.pdf; Claim Form\_Manufacturer Settlement.pdf; Class Notice (Long Form)\_Contractor Settlement.pdf; Claim Form\_Contractor Settlement.pdf  
**Importance:** High

All,

On behalf of the Special Master, please find attached the following documents per the approved Settlement Notice Plan re: *FEMA Trailer Formaldehyde Product Liability Litigation* ("FEMA Consolidated"):

- Class Notice Packet (long form) re: Manufacturers' Settlement
- Class claim form re: re: Manufacturers' Settlement
- Class Notice Packet (long form) re: Contractors' Settlement
- Class claim form re: Contractors' Settlement

As Justin mentioned, copies of these documents will also be delivered via first class mail to each attorney/firm. These materials and other case information can also be found at <http://www.femaformaldehydelitigation.com/>.

Please contact us if you have any questions. Thanks.

**Dustin Mire**

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**From:** Justin Woods [<mailto:jwoods@gainsben.com>]

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**Cc:** Gerald E. Meunier; Denise Martin; Dustin Mire; Joshua Dicharry

**Subject:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

To All Plaintiffs' Counsel:

For those of you that are now prepared to send out notice packages to your clients, the packages (long form notices and claim forms) are available on line at [www.femaformaldehyde litigation.com](http://www.femaformaldehyde litigation.com) . Otherwise, Postlethwaite and Netterville is in the process of mailing to each of you the entire package.

Justin Woods

---

**From:** Palmer Lambert

**Sent:** Tuesday, July 03, 2012 6:33 PM

**To:** Adolfo Martinez; Anthony Buzbee; Barb Griffin-Long; Becky; Belinda Fonseca; Beryl Fisse; Betty Nguyen; Bliss Fontenot; [bordenavelaw@charter.net](mailto:bordenavelaw@charter.net); [brianc@wrightroy.com](mailto:brianc@wrightroy.com); Bryan August Pfleeger; C. Soileau; Candice Sirmon; Casey L. Lott; Cathy Jacobs ([ftlacj@gmail.com](mailto:ftlacj@gmail.com)); Catrice Johnson ([sulc109@aol.com](mailto:sulc109@aol.com)); Charles Raymond; Chele Tallon; Clay Garside ([clay@waltzerlaw.com](mailto:clay@waltzerlaw.com)); [cpinedo@cpinedolaw.com](mailto:cpinedo@cpinedolaw.com); Danny Russell; Darlene Whittington ([darlene@jimshall.com](mailto:darlene@jimshall.com)); Darryl James Becnel; David Carr; Dawn Breun; Dee Martinez ([dee@hmgclawfirm.com](mailto:dee@hmgclawfirm.com)); Denis Vega; Dennis Reich; [dischilling@rgplaw.com](mailto:dischilling@rgplaw.com); Douglas Schmidt; Edward Gibson; [eulis@simien.com](mailto:eulis@simien.com); FEMA; [femagroup@wgclawfirm.com](mailto:femagroup@wgclawfirm.com); Frank J. D'Amico Jr. ([frank@damicolaw.net](mailto:frank@damicolaw.net)); [hfabian@murray-lawfirm.com](mailto:hfabian@murray-lawfirm.com); [hlambert@LambertandNelson.com](mailto:hlambert@LambertandNelson.com); J. Rock Palermo III ([rock@veronbice.com](mailto:rock@veronbice.com)); Jackie Edmundson; James A. Stegall, III; Jamie Priest; 'Jared R. Woodfill'; [jbruno@brunobrunolaw.com](mailto:jbruno@brunobrunolaw.com); [jdegravelles@dphf-law.com](mailto:jdegravelles@dphf-law.com); Jennifer; Jennifer Minden; Jermaine D. Williams

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Monday, July 30, 2012 10:45 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/30/2012 10:44:48 CDT by:  
Tina Ricks and Jack Harang

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgllawfirm.com](mailto:adolfo@hmgllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 7:46 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 07:46:09 CDT by:  
Roberta L. Burns

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmglawfirm.com](mailto:adolfo@hmglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

## Dustin Mire

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 4:37 PM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



### Secure Message Received

The following message you sent was received at 07/06/2012 16:36:51 CDT by:  
**Raul Bencomo**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgllawfirm.com](mailto:adolfo@hmgllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnquyen@yhlawfirm.com](mailto:bnquyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 9:22 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 09:21:30 CDT by:  
**Palmer Lambert**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmqllawfirm.com](mailto:adolfo@hmqllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Thursday, July 05, 2012 6:17 PM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/05/2012 18:16:42 CDT by:  
**Michelle Purchner**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmqglawfirm.com](mailto:adolfo@hmqglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 8:33 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 08:33:15 CDT by:  
**Marilyn Trevino**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmqglawfirm.com](mailto:adolfo@hmqglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstoniott.com](mailto:bgriffin-long@langstoniott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 9:16 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 09:15:43 CDT by:  
Magan Ennis ([magan@lambertandnelson.com](mailto:magan@lambertandnelson.com))

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgllawfirm.com](mailto:adolfo@hmgllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hingielaw.com](mailto:beckys@hingielaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 12:44 PM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 12:44:02 CDT by:  
L. Tate

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmqglawfirm.com](mailto:adolfo@hmqglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 9:32 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 09:31:49 CDT by:  
[jarre@larrelaw.com](mailto:jarre@larrelaw.com)

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmglawfirm.com](mailto:adolfo@hmglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@vhlawfirm.com](mailto:bnguyen@vhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 9:53 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 09:52:30 CDT by:  
**jbruno@brunobrunolaw.com**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgllawfirm.com](mailto:adolfo@hmgllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 9:34 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 09:33:44 CDT by:  
[eluis@simien.com](mailto:eluis@simien.com)

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmqlawfirm.com](mailto:adolfo@hmqlawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

## Dustin Mire

---

**From:** Email Firewall Notifier [emf@pncca.com]  
**Sent:** Monday, July 09, 2012 11:20 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



### Secure Message Received

The following message you sent was received at 07/09/2012 11:20:12 CDT by:  
[dischilling@rgplaw.com](mailto:dischilling@rgplaw.com)

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgclawfirm.com](mailto:adolfo@hmgclawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckvs@hinglelaw.com](mailto:beckvs@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncca.com](mailto:jdicharry@pncca.com),  
[whenderson@pncca.com](mailto:whenderson@pncca.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncca.com](mailto:cpassman@pncca.com),  
[cbarrett@pncca.com](mailto:cbarrett@pncca.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncca.com]  
**Sent:** Monday, July 09, 2012 10:44 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/09/2012 10:44:21 CDT by:  
**Dawn Breun**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmqglawfirm.com](mailto:adolfo@hmqglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncca.com](mailto:jdicharry@pncca.com),  
[whenderson@pncca.com](mailto:whenderson@pncca.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncca.com](mailto:cpassman@pncca.com),  
[cbarrett@pncca.com](mailto:cbarrett@pncca.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pn CPA.com]  
**Sent:** Friday, July 13, 2012 9:34 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/13/2012 09:33:50 CDT by:  
**David Carr**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgllawfirm.com](mailto:adolfo@hmgllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnquyen@yhlawfirm.com](mailto:bnquyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pn CPA.com](mailto:jdicharry@pn CPA.com),  
[whenderson@pn CPA.com](mailto:whenderson@pn CPA.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pn CPA.com](mailto:cpassman@pn CPA.com),  
[cbarrett@pn CPA.com](mailto:cbarrett@pn CPA.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

## Dustin Mire

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 9:01 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



### Secure Message Received

The following message you sent was received at 07/06/2012 09:01:05 CDT by:  
**Danny Russell**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmglawfirm.com](mailto:adolfo@hmglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[griffin-long@iangstonlott.com](mailto:griffin-long@iangstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Monday, July 09, 2012 11:33 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/09/2012 11:33:23 CDT by:  
**Charles Raymond**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgllawfirm.com](mailto:adolfo@hmgllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncca.com]  
**Sent:** Thursday, July 05, 2012 6:53 PM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/05/2012 18:53:07 CDT by:  
**Catrice Johnson (sulc109@aol.com)**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmglawfirm.com](mailto:adolfo@hmglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncca.com](mailto:jdicharry@pncca.com),  
[whenderson@pncca.com](mailto:whenderson@pncca.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncca.com](mailto:cpassman@pncca.com),  
[cbarrett@pncca.com](mailto:cbarrett@pncca.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 11:07 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 11:07:12 CDT by:  
Cathy Jacobs ([ftlaci@gmail.com](mailto:ftlaci@gmail.com))

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmqglawfirm.com](mailto:adolfo@hmqglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhlawfirm.com](mailto:bnguyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Friday, July 06, 2012 11:42 AM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/06/2012 11:41:58 CDT by:  
**Barb Griffin-Long**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmglawfirm.com](mailto:adolfo@hmglawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hingelaw.com](mailto:beckys@hingelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnquyen@yhlawfirm.com](mailto:bnquyen@yhlawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**Dustin Mire**

---

**From:** Email Firewall Notifier [emf@pncpa.com]  
**Sent:** Thursday, July 05, 2012 10:27 PM  
**To:** Dustin Mire  
**Subject:** Secure Message Received



**Secure Message Received**

The following message you sent was received at 07/05/2012 22:26:46 CDT by:  
**Chele Tallon**

----- MESSAGE DETAILS -----

**TO:** [jwoods@gainsben.com](mailto:jwoods@gainsben.com),  
[plambert@gainsben.com](mailto:plambert@gainsben.com),  
[adolfo@hmgllawfirm.com](mailto:adolfo@hmgllawfirm.com),  
[tbuzbee@txattorneys.com](mailto:tbuzbee@txattorneys.com),  
[bgriffin-long@langstonlott.com](mailto:bgriffin-long@langstonlott.com),  
[beckys@hinglelaw.com](mailto:beckys@hinglelaw.com),  
[BFonseca@reichandbinstock.com](mailto:BFonseca@reichandbinstock.com),  
[bfisse@murray-lawfirm.com](mailto:bfisse@murray-lawfirm.com),  
[bnguyen@yhllawfirm.com](mailto:bnguyen@yhllawfirm.com),  
[bliss@jdwilliamsllaw.com](mailto:bliss@jdwilliamsllaw.com)...

**CC:** [gmeunier@gainsben.com](mailto:gmeunier@gainsben.com),  
[dmartin@gainsben.com](mailto:dmartin@gainsben.com),  
[jdicharry@pncpa.com](mailto:jdicharry@pncpa.com),  
[whenderson@pncpa.com](mailto:whenderson@pncpa.com),  
[balhoff@pabmb.com](mailto:balhoff@pabmb.com),  
[ellis@pabmb.com](mailto:ellis@pabmb.com),  
[cpassman@pncpa.com](mailto:cpassman@pncpa.com),  
[cbarrett@pncpa.com](mailto:cbarrett@pncpa.com)

**SUBJECT:** RE: FEMA Formaldehyde - Notice Packages for Class Settlements

**ATTACHMENTS:** Class Notice (Long Form)\_Manufacturer Settlement.pdf, Claim Form\_Manufacturer Settlement.pdf, Class Notice (Long Form)\_Contractor Settlement.pdf, Claim Form\_Contractor Settlement.pdf

**SENT:** 07/05/2012 18:14:27 CDT

**EXHIBIT  
A, Part 2**

# **EXHIBIT 3**

A F F I D A V I T

Attachment

County of Galveston §  
§  
State of Texas §

Before me, the undersigned authority, on this day personally came and appeared Lois Colvin, to me well known (or proved to me on the basis of satisfactory evidence), and who after being duly sworn (affirmed) did depose and say that she is an AGENT for THE GALVESTON COUNTY DAILY NEWS, a newspaper of general circulation, which has been continuously and regularly published for a period of not less than one year, in the County of Galveston, and that the NOTICE, a copy of which is hereto attached was published in said newspaper on the following days, to wit:

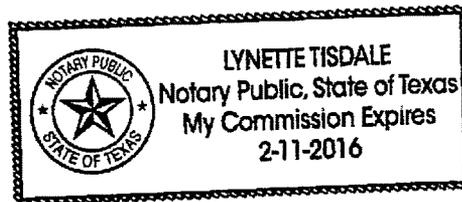
July 8, 12, 2012

Lois Colvin  
Agent Signature

Sworn and subscribed before me

On this the 12<sup>th</sup> day of July, 2012

Lynette Tisdale  
Notary for the State of Texas



A F F I D A V I T

Attachment

County of Galveston §  
§  
State of Texas §

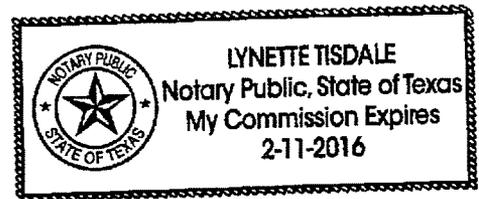
Before me, the undersigned authority, on this day personally came and appeared Lois Colvin, to me well known (or proved to me on the basis of satisfactory evidence), and who after being duly sworn (affirmed) did depose and say that she is an AGENT for THE GALVESTON COUNTY DAILY NEWS, a newspaper of general circulation, which has been continuously and regularly published for a period of not less than one year, in the County of Galveston, and that the NOTICE, a copy of which is hereto attached was published in said newspaper on the following days, to wit:

July 8, 12, 2012  
Lois Colvin  
Agent Signature

Sworn and subscribed before me

On this the 12th day of July 2012

Lynette Tisdale  
Notary for the State of Texas



**CONTRACTORS SETTLEMENT LEGAL NOTICE**

*Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and installed, maintained or refurbished by one of the below-listed Contractors following Hurricanes Katrina or Rita?*

*A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.*

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

A class settlement has been proposed to resolve hundreds of claims about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**WHO'S INCLUDED?**

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been installed, maintained or refurbished by a contractor listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



Manufactured Home

**WHO IS SUED**

**(WHO ARE THE SETTLING DEFENDANTS?)**

The Settlement includes the following installers, maintenance providers and refurbishers of the travel trailers: Bechtel National, Inc.; CH2M HILL Constructors, Inc.; Fluor Enterprises, Inc.; Shaw Environmental, Inc.; Jacquet Construction Services; PRJ/DJI, A Reconstruction Joint Venture; Project Resources, Inc.; American Radiation Services, Inc.; B & I Services, L.L.C.; Davis Professional Accounting Services, Inc. a/k/a Davis Professional Services, Inc.; Multi-Task, L.L.C.; DC Recovery Systems; MLU Services, Inc.; Smith Research Corporation; T-Mac, Inc.; TKTM, Inc.; and Del-Jen, Inc.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement with the above contractors, in the total amount of \$5,129,250.00, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers installed, maintained, or refurbished by a contractor listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these contractors. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it out, sign it, and mail it post marked by October 12, 2012, to the address on the form.



Travel Trailer or Park Model Trailer

**YOUR OTHER OPTIONS**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012 or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

The Court will hold a hearing in this case, called In Re: FEMA Trailer, Formaldehyde Product Liability Litigation, No. 2:07-MDL-1873, Section "N" (5), on September 27, 2012 to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Contractors listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

**MANUFACTURERS SETTLEMENT LEGAL NOTICE**

***Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and manufactured by one of the below-listed Manufacturers following Hurricanes Katrina or Rita?***

**A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.**

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

A class settlement has been proposed to resolve hundreds of lawsuits about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**WHO'S INCLUDED?**

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been manufactured by a Manufacturer listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer.

If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



Manufactured Home

**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**

The Settlement includes the following manufacturers of the travel trailers:

- Citair, Inc.; Coachman Industries, Inc.; Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen Recreational Vehicles of Georgia, LLC; Cruiser RV, LLC; Damon Motor Coach; Doubletree RV, L.L.C.; DS Corp. d/b/a CrossRoads RV, Inc.; Dutchmen Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc.; Heartland Recreational Vehicles, LLC; Homette Corporation; Hy-Lite Enterprises, Inc.; i/v/a ERH, Inc.; Jayco, Inc.; Jayco Enterprises, Inc.; Keystone RV Company; Komfort Corp.; KZRV, LP; Layton Homes Corp.; R-Vision, Inc.; Monaco Coach Corporation; Pilgrim International, Inc.; Play Mor Trailers, Inc.; Recreation By Design, LLC; Skyline Corporation, Inc.; Skyline Homes, Inc.; Starcraft RV, Inc.; SunRay R.V., L.L.C., and SunRay Investments, L.L.C.; Thor Industries, Inc.

Thor California, Inc.; Timberland RV Company, Inc. d/b/a Adventure Manufacturing; TL Industries, Inc.; Vanguard Industries of Michigan, Inc.; Vanguard, LLC; Viking Recreational Vehicles, LLC.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement with the above manufacturers, in the total amount of \$37,468,574.16, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these Manufacturers. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.



Travel Trailer or Park Model Trailer

**YOUR OTHER OPTIONS.**

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The Court will hold a hearing in this case, called *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MDL-1873, Section "N" (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Manufacturers listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

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POSTLETHWAITE & NETTERVILLE 25390753 77748226  
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*Edward Silva*  
 \_\_\_\_\_  
 NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this the 8th Day of July A.D. 2012



*Erika Acevedo*  
 \_\_\_\_\_  
 Notary Public in and for the State of Texas

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

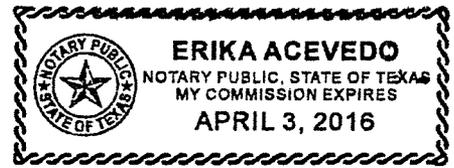
COUNTY OF HARRIS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

POSTLETHWAITE & NETTERVILLE 25390755 77748226  
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Edward Silva  
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this the 8th Day of July A.D. 2012



Erika Acevedo  
Notary Public in and for the State of Texas

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*Edward Silva*

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this the 12th Day of July A.D. 2012



*Erika Acevedo*

Notary Public in and for the State of Texas

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

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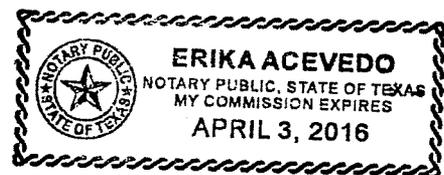
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*Erika Acevedo*  
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 Notary Public in and for the State of Texas



# Legal Notices

To place legal notices  
email [legals@chron.com](mailto:legals@chron.com) or call 713.224.6868.

**NOTICE TO CREDITORS**

## Notice To Creditors Ad \$69.00\*

Call Cynthia 13-362-6435

\*Includes first 36 lines  
\$2 per line over 36 lines

**BIDS & PROPOSALS**

**SEALED REQUEST FOR QUALIFICATIONS, WILL BE RECEIVED BY THE OFFICE OF THE COAST RAIL DISTRICT AT 6922 KATY ROAD, HOUSTON, TEXAS 77024 UNTIL 12:00 A.M. ON MONDAY, JULY 23, 2012. FOR THE FOLLOWING:**

**1. PROFESSIONAL CONSULTING SERVICES FOR BEND COUNTY RAIL BYPASS STUDY**

A COPY OF THE RFO MAY BE OBTAINED FROM THE GULF COAST RAIL DISTRICT'S WEBSITE AT [www.gcrail.com](http://www.gcrail.com) OR BY CONTACTING THE OFFICE OF THE COAST RAIL DISTRICT AT 6922 KATY ROAD, HOUSTON, TEXAS 77024. A PRE-BID CONFERENCE WILL BE HELD AT 10:00 A.M. ON MONDAY, JULY 23, 2012 AT THE UNIVERSITY OF TEXAS AT GALVESTON, 1500 SEASIDE BUILDINGS, GALVESTON, TX 77550.

Interested parties should submit proposals to the attention of: **Greg Ligin, Sr. Estimator, Bartlett Cocke General Contractors, 4540 Kendrick Plaza Drive, Suite 120, Houston, TX 77032 or Fax to 713-956-9546 prior to the 7:00 P.M. deadline.** Send all RFIs to Greg Ligin at [gigin@bartlettcocke.com](mailto:gigin@bartlettcocke.com). Do not contact B/C or architect. Proposal documents will be available on CD beginning July 16 and can be obtained from Bartlett Cocke at no cost (Contact Margaret Hall at 713-996-9510). Please review project specifications for qualifications and HUB Requirements. Project has a 35% Small Business Participation Goal. Selection will be based on best value criteria including: MBE/SBE/WBE/AABE/DBE/EOB. Proposals are encouraged to submit proposals on this project. Bartlett Cocke General Contractors is an Equal Opportunity (EO) Employer.

**Dear Sharpstown Area Business Owners and Residents:**

The Southwest Houston Redevelopment Authority will host two public meetings next week to brief the community on final details regarding the Reconstruction of Bellaire Boulevard.

This project will likely begin in late July or August, 2012 and will include a full reconstruction of the Bellaire corridor, and will also include the upgrading of intersections at Mary Bates, Harbor Town, Gessner, and Beltway 8. The project will also add a new lighted intersection at Bellaire to assist with traffic movement into both St. Agnes and Strake Jesuit schools.

The project will replace a large diameter water line along the corridor and will also improve the storm drainage system along the corridor. Information about this project has been made available to the general public in many community meetings over the last several years. In order to provide everyone along the corridor an opportunity to receive an update and briefing about the project prior to beginning construction, the City of Houston Public Works Department, the SHRA, in conjunction with City of Houston Council Districts Laster-District J, and Al Hoang-District F, will host two public meetings: one for area residents and one for area commercial property owners. Following are the details:

**Area Residents:**  
Date: July 10, 2012  
Location: Sharpstown Community Center, located at 6500 Harbor Town.  
Time: 6:30-8:00PM

**For Commercial Property Owners:**  
Date: July 12, 2012  
Location: Chinese Community Center, located at 2900 Park Drive.  
Time: 6:30-8:00PM

We want to provide an opportunity for you to become familiar with the project scope, timeline, impact and benefit prior to undertaking the project. We also want to provide you an opportunity to ask and receive answers to any questions you might have before construction begins. Please come and join us for this important event.

**LEGAL NOTICES**

**MANUFACTURERS SETTLEMENT LEGAL NOTICE**

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and manufactured by one of the below-listed Manufacturers following Hurricanes Katrina or Rita?

A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.

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

**LEGAL NOTICES**

**WHO'S INCLUDED?**

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been manufactured by a Manufacturer listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.

**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**

The Settlement includes the following manufacturers of the travel trailers:

Chair, Inc.; Coachman Industries, Inc.; Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen Recreational Vehicles of Georgia, L.L.C.; Cruiser RV, L.L.C.; Damon Motor Coach; Dupletrailers RV, L.L.C.; DS Corp. d/b/a CrossRoads RV, Inc.; Duxington Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc.; Heartland Recreational Vehicles, L.L.C.; Hornette Corporation; J-Line Enterprises, Inc.; K/R's RV, Inc.; Jayco, Inc.; Jayco Enterprises, Inc.; Keystone RV Company; Komet RV Corp.; KZRV, LP; Layton Homes Corp.; RVision, Inc.; Monaco Coach Corporation; Pilgrim International, Inc.; Play/Mor Trailers, Inc.; Recreation By Design, L.L.C.; Skyline Corporation, Inc.; Skyline Homes, Inc.; Starcraft RV, Inc.; SunRay R.V., L.L.C., and SunRay

**LEGAL NOTICES**

**WHAT DO THE SETTLEMENTS PROVIDE?**

The settlement with the above manufacturers, in the total amount of \$37,468,574.16, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these Manufacturers. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydefoundation.com](http://www.femaformaldehydefoundation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**LEGAL NOTICES**

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydefoundation.com](http://www.femaformaldehydefoundation.com) for a Claim Form. Then fill it out, sign it, and mail it post - marked by October 12, 2012, to the address on the form.

**YOUR OTHER OPTIONS.**

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**CONTRACTORS SETTLEMENT LEGAL NOTICE**

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and installed, maintained or refurbished by one of the below-listed Contractors following Hurricanes Katrina or Rita?

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**LEGAL NOTICES**

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**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**

The Settlement includes the following installers, maintenance providers and refurbishers of the travel trailers:

Bechtel National, Inc.; CH2M HILL Constructors, Inc.; Fluor Enterprises, Inc.; Shaw Environmental, Inc.; Jacucci Construction Services; PR/D, Inc.; A Reconstruction Joint Venture; Project Resources, Inc.; American Radiation Services, Inc.; B & I Services, L.L.C.; Davis Professional Accounting Services, Inc.; K/R's Davis Professional Services, Inc.; Multi-Task, L.L.C.; RC Recovery Systems; AML Services, Inc.; Smith Research Corporation; T-Mac, Inc.; TKTAMJ, Inc.; and Del-Jen, Inc.

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If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012, or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the Web site below, or by calling the number below, explains how to exclude yourself or object.

**LEGAL NOTICES**

**CONTRACTORS SETTLEMENT LEGAL NOTICE**

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

**LEGAL NOTICES**

**WHAT DO THE SETTLEMENTS PROVIDE?**

The settlement with the above contractors, in the total amount of \$5,129,250.00, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers installed, maintained, or refurbished by a contractor listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these contractors. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydefoundation.com](http://www.femaformaldehydefoundation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**Solicitation for Public Comment**

Notice is hereby given that the Houston-Galveston Area Council (H-GAC) is seeking input on the Housing Program Guidelines for its Subregional Disaster Recovery Housing Program which will

**Notice of Public Hearing Metropolitan Transit Authority of Harris County, TX (METRO)**

Notice is hereby given that the Board of Directors of the Metropolitan Transit Authority of Harris County, TX (METRO) will hold a Public Hearing on Friday, July 20, 2012 at Noon to receive public comment regarding the new 285 Kingsland Park & Ride route to Utopia, which will be offered on Monday, October 1, 2012. Other changes effective

**HOUSTON-GALVESTON AREA COUNCIL NOTICE OF PUBLIC HEARING**

Draft Participation Plan

The Houston-Galveston Area Council will host a public meeting on the



# Legal Notices

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email [legals@chron.com](mailto:legals@chron.com) or call 713.224.6868.

**Notice To Editors**  
**Ad \$9.00\***  
Call Cynthia  
3-362-6435  
Includes first 36 lines  
over line over 36 lines

**BIDS & PROPOSALS**

**SEALED REQUEST FOR QUALIFICATIONS WILL BE RECEIVED BY THE GULF COAST RAIL DISTRICT, AT 6922 KATY ROAD, HOUSTON, TEXAS 77024 UNTIL 11:00 A.M. ON MONDAY, JULY 23, 2012 FOR THE RECESSES) FOLLOWING:**

**1. PROFESSIONAL CONSULTING SERVICES FOR THE BEHND COUNTY RAIL BYED daily approximately 10:00 A.M. to 1:00 P.M.**

**2. HEALTHCARE BUILDINGS PACKAGE 26 - Public Course 1st Floor Build Back Package Galveston, TX 77550**

**3. HEALTHCARE BUILDINGS PACKAGE 26 - Public Course 1st Floor Build Back Package Galveston, TX 77550**

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**LEGAL NOTICES**

**Bartlett Cocke General Contractors**, 4540 Kendrick Plaza, #120, Houston, Tx. 77032, Design/Builder for the Houston Community College System (HCC), is requesting proposals for Phase One of a New Southeast College Parking Facility (HCC Project No. 12-20). A pre-proposal meeting will be held Friday, July 20, 2012, beginning at 9 am at the site, 2524 Westland, Houston, Tx. 77087. Project Phase One scope includes Precast and Elevator proposals for the project will be received until 2:00 PM, Friday, July 27, 2012. Submit proposals to the attention of Greg Liggins, Sr. Estimator, Bartlett Cocke General Contractors, @ 4540 Kendrick Plaza Drive, Suite 120, Houston, TX, 77032 or Fax to 713-996-9546 prior to the 2 PM deadline. Send all RFP's to Greg Liggins at [gregl@bartlettcocke.com](mailto:gregl@bartlettcocke.com). Do not contact HCC or architect. Proposal documents will be available on CD beginning July 16 and can be obtained from Bartlett Cocke at no cost. (Contact Margaret Hall at 713-996-9510). Please review project specifications for Selection Criteria and HUB Requirements. Project is a 25% Small Business Participation Goal. Selection will be based on best value criteria in accordance with HCC MBE/SBE/WBE/AABE/HUB firms are encouraged to submit proposals. Dear Sharepoint Area Residents: The Southwest Houston Redevelopment Authority will host two public meetings to discuss the construction of the Belleaire Corridor. This project will likely begin before the end of August, 2012 and will include the full reconstruction of the Belleaire corridor, and will also include the upgrading of inter-sections at Mary Bates, Harbor Town, Gessner, Ranchester, Corporate, and Beltway 6. The project will also include a new lighted intersection at Pella to assist with traffic movement into both St. Agnes and Strake Jesuit schools. The project will replace a large diameter water line along the corridor and will also improve the storm drainage system along the corridor. Information regarding this project has been made available to the general public in many community meetings over the last several years. In order to provide everyone along the corridor an opportunity to receive an update and briefing about the project prior to beginning construction, the City of Houston Public Works Department, the SHRA, in conjunction with City Councilmen Michael Johnson and Al Hoang-District F, will host two public meetings, one for area residents, and one for area commercial property owners. Following are the details: **For Area Residents** Date: July 10, 2012 Location: Sharepoint Community Center, located at 6600 Harbor Town. Time: 6:00PM-8:00PM **For Commercial Property Owners** Date: July 12, 2012 Location: Chinese Community Center, located at 9800 Town Park Drive. Time: 6:00PM-8:00PM We want to provide an opportunity for you to become familiar with the project scope, timeline impact and benefit prior to undertaking the project. We also want to provide you an opportunity to ask questions and answers to any questions you might have before construction begins.

**LEGAL NOTICES**

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The Settlement includes the following manufacturers of the travel trailers:  
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Manufactured Home



Travel Trailer or Park Model Trailer

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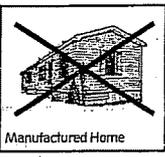
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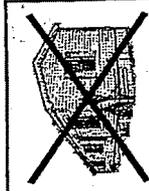
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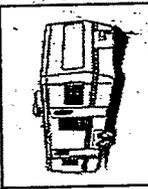
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Manufactured Home



Travel Trailer or Park Model Trailer

### HOW DO YOU ASK FOR A PAYMENT?

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The Court will hold a hearing in this case, called in *Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2007-MDL-1873, Section IV (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Manufacturers listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, if you can't appear, you can't have to. For more information call toll free or visit the website below.

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**NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES PERMIT FOR MUNICIPAL WASTEWATER RENEWAL**  
PERMIT NO. WQ001173001  
APPLICATION AND PRELIMINARY DECISION.

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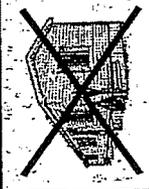
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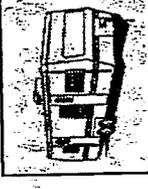
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Manufactured Home



Travel Trailer or Park Model Trailer

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Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it out, sign it, and mail it post-marked by October 17, 2012, to the address on the form.

### YOUR OTHER OPTIONS.

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012, or you won't be able to sue, or continue to sue, the Defendants about the claims in this settlement. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the Web site below, or by calling the number below, explains how to exclude yourself or how to hear.

The Court will hold a hearing in this case, called in *Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2007-MDL-1873, Section IV (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Contractors listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, if you can't appear, you can't have to. For more information call toll free or visit the website below.

[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

1-800-728-1628

**NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL**  
PERMIT NO. WQ001247001  
APPLICATION, Monarch Utilities, L.P., 1200 Grand Avenue Parkway, Suite 310, Pflugerville, Texas 78660, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Permit (TPDES) for the Permitting Wastewater Treatment System (TPDES) at a volume not to exceed a daily average flow of 250,000 gallons per day. The domestic wastewater treatment facility is located at 17207 Carlswood Street, in Borjony, Chambers County, Texas

**NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL**  
PERMIT NO. WQ001359001  
APPLICATION, Rene Hinojosa, 11902 Spurbar, Road, Houston, Texas 77059, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Permit (TPDES) for the Elimination of Sewer Backflow Pollution Discharge Permit (E-SBP) at a volume not to exceed a daily average flow of 15,000 gallons per day. The domestic wastewater treatment facility is located at 6909 The Main Road, Harris County, Texas 77050. The discharge route is from the plant site through a

# Legal Notices

To place legal notices  
 email [legals@chron.com](mailto:legals@chron.com) or call 713.224.6868.

LEGAL NOTICES

**MANUFACTURERS SETTLEMENT LEGAL NOTICE**  
 Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and manufactured by one of the below-listed manufacturers following Hurricanes Katrina or Rita?

A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.  
 A court authorized this notice. This is not a solicitation from a lawyer.

A class settlement has been proposed to resolve hundreds of lawsuits about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**WHO'S INCLUDED?**

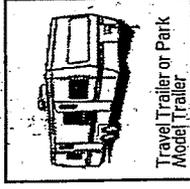
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**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**  
 The Settlement includes the following manufacturers of the travel trailers:

- Citlir, Inc.; Coachman Industries, Inc.; Coachman RV Licensed Products Division, LLC; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen Recreational Vehicles of Georgia, L.L.C.; Cruiser RV, L.L.C.; Damon Motor Coach; Doubletree RV, L.L.C.; DS Corp. d/b/a CrossRoads RV, Inc.; Forest Ditchman Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc.; Heartland Recreational Vehicles, L.L.C.; Homelite Corporation; Hy-Line Enterprises, Inc.; n/k/a FRH, Inc.; Jayco, Inc.; Jayco Enterprises, Inc.; Keystone RV Company; Kometort Corp.; KZRV, LP; Layton Homes Corp.; Play/Mot Trailers, Inc.; Corporation; Pilgrim International, Inc.; Monaco Coach Corporation; By Design, L.L.C.; Skyline Corporation, Inc.; Skyline Homes, Inc.; Starcraft RV, Inc.; SunRay RV, L.L.C. and SunRay



Manufactured Home



Travel Trailer or Park Model Trailer

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The Court will hold a hearing in this case, called In Re: FEMA Trailer, Formaldehyde Product Liability Litigation, No. 2:07-MDL-1873, Section "n" (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers representing the Class; they will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Manufacturers listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

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1-800-728-1628

**NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES PERMIT FOR MUNICIPAL WASTEWATER RENEWAL**  
 PERMIT NO. WQ001773901

APPLICATION AND PRELIMINARY DECISION. Applicant: Balfour Beatty Environmental Services, 3024 Manchester Street, Houston, Texas 77002

A class settlement has been proposed to resolve hundreds of claims about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

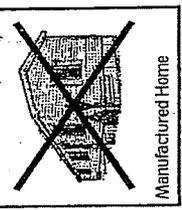
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 The Settlement includes the following installers, maintenance providers and refurbishers of the travel trailers:

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Manufactured Home



Travel Trailer or Park Model Trailer

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1-800-728-1628

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 PERMIT NO. WQ0014359001

APPLICATION, Monarch Utilities, L.P., 1620 Grand Avenue Parkway, Suite S-140, Pflugerville, Texas 78660, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ001247801 (EPA I.D. No. TX0102099) at a volume not to exceed a daily average flow of 250,000 gallons per day. The domestic wastewater treatment facility is located at 12307 Caiswood Street in Baytown, Chambers County, Texas

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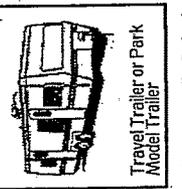
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Travel Trailer or Park Model Trailer

[www.femaformaldehydetraveltrailer.com](http://www.femaformaldehydetraveltrailer.com)

1-800-728-1628

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FED ID 72-0146160

**CAPITAL CITY PRESS, LLC**  
PUBLISHER OF

SPECIAL INVOICE

**THE ADVOCATE - SATURDAY - SUNDAY ADVOCATE**

PO BOX 613 - BATON ROUGE LA 70821-0613  
(225) 388-0230

BILL DATE	BILL FROM	BILL TO
6/27/2012	7/3/2012	7/8/2012

TERMS OF PAYMENT
DUE UPON RECEIPT
SALES REPRESENTATIVE CONNIE SETTLE
BILLED ACCOUNT NUMBER POST276392

POSTLETHWAITE & NETTERVILLE  
10TH FLOOR STE 1001  
8550 UNITED PLAZA BLVD  
BATON ROUGE LA 70809

DATE	REFERENCE	DESCRIPTION	RATE	SIZE	AMOUNT
	LOC PG NO	STARTED	UNITS		
7/3/12	83600101 GENE	FEMA MANUFACTURER	65.06	3 X 7.5	1,463.85
		AGENCY DISCOUNT			(219.58)
7/3/12	83600201 GENE	FEMA CONTRACTORS	65.06	3 X 7.5	1,463.85
		AGENCY DISCOUNT			-219.58
7/8/12	83600102 GENE	FEMA MANUFACTURER	75.09	3 X 7.5	1,689.53
		AGENCY DISCOUNT			-253.43
7/8/12	83600202 GENE	FEMA CONTRACTORS	75.09	3.7.5	1689.53
		AGENCY DISCOUNT			-253.43

*Make check out to "Capital City Press, LLC"*

PREVIOUS AMOUNT OWED 0.00  
 NEW CHARGES THIS PERIOD 5,360.74  
 CASH THIS PERIOD 0.00  
 DEBIT ADJUSTMENTS THIS PERIOD 0.00  
 CREDIT ADJUSTMENTS THIS PERIOD 0.00

PAY THIS AMOUNT **\$ 5,360.74**

OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	CURRENT
			5,360.74

# THE ADVOCATE

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## AFFIDAVIT PROOF OF PUBLICATION

**ACCOUNT NAME:** Postlethwaite & Netterville - FEMA

**ACCOUNT #** POST276392

**RUN DATE:** July 8, 2012 – FEMA Contractors  
July 8, 2012 – FEMA Manufacturers

**AD SIZE:** 3 x 7.5

**Affidavit complete:**

By: Connie Settle Title: National Advertising Manager  
(signature)  
Connie Settle

**Notary Information:**

Affirmed before me, this 12<sup>th</sup> day of July A.D. 2012

M. Monic McChristian Commission Expires: Indefinite  
(signature)  
M. Monic McChristian

M. MONIC McCHRISTIAN  
NOTARY PUBLIC ID #88293  
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MY COMMISSION IS FOR LIFE

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CONTRACTORS SETTLEMENT LEGAL NOTICE

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Manufactured Home

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WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?

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WHAT DOES THE SETTLEMENT PROVIDE?

The settlement with the above contractors, in the total amount of \$5,129,250.00, provides money to people who claim to

have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers installed, maintained, or refurbished by a contractor listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these contractors. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

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Travel Trailer or Park Model Trailer

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1-800-728-1628

# Annan: Syria efforts failin

BY BEN HUBBARD  
Associated Press

BEIRUT — Special U.N. envoy

violence, but to monitor the sides' adherence to the truce. He offered few suggestions

day reported fierce go ment offensives to try take rebellious areas o

**DEATHS**  
 a son-in-law; two granddaughters, Beverly (Reginald) Jones; two granddaughters, LaShawn (Eric) Junius and Kristi (Courage) Idusuy; sister, Fannie Mae Green; three great-granddaughters, Brianna, Jordan and Kaylee; nieces, nephews and cousins, including a devoted niece, Conita Brown, and nephew, Jessie Brown. She was preceded in death by her husband, Willie G. Harris, Sr.; parents, Frank Green, Sr. & Albertha Paige Green, sister, Mary G. Brown and brothers, Ernest, Charlie, Melvin & Frank Green, Jr. Vis-

of the Carpenter House for their loving care and support. Private graveside services will be held at Bryan City Cemetery in Bryan, Texas under the direction of Hillier Funeral Home. Pallbearers will be Tommy, Justin and Michael Scarborough, Brian and Dorsey McLeroy, and Christopher Peacock. In lieu of flowers, memorial donations may be made to St. Joseph Hospice Foundation of Baton Rouge (<https://www.stjosephhospicefoundation.org/donations.php>).

and Marilyn Price, and Terry Price; four grandchildren, Summer Price Moore and husband Donny, Hooper Price, Mackenzie Price and Olivia Price; and three great-grandchildren, Van and Adare Moore, and Brinkley Autin. She will be missed and deeply loved forever. Visitation will be held at Resthaven Funeral Home on Monday, July 9, 2012 from 9 am until religious services at 11 am officiated by Rev. Ron Lamb. Burial will follow in Resthaven Gardens of Memory. Pallbearers will be

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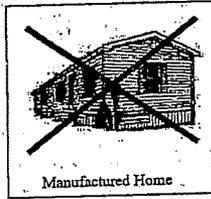
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Thor California, Inc.; Timberland RV Company, Inc. d/b/a Adventure Manufacturing; TL Industries, Inc.; Vanguard Industries of Michigan, Inc.; Vanguard, LLC; Viking Recreational Vehicles, LLC.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement with the above manufacturers, in the total amount of \$37,468,574.16, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these Manufacturers. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

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**YOUR OTHER OPTIONS.**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012, or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

The Court will hold a hearing in this case, called *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MDL-1873, Section "N" (S), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Manufacturers listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

**ZU PEST SPECIAL**  
(Original Value 195)  
**ARROW**  
arrowtermiteandpestcontrol.com  
Call Today! 751-8900

**Dine In, Take-Out & Delivery**  
**Kids Menu - Healthy Menu**  
**Happy Hour 2 for 1 House Margaritas 3pm-7pm 7 Days a Week**

VALID FOR LUNCH ONLY.  
DINE IN ONLY.  
Not valid with any other offers. Expires 09/19/12

**MANUFACTURERS SETTLEMENT LEGAL NOTICE**

*Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and manufactured by one of the below-listed Manufacturers following Hurricanes Katrina or Rita?*

**A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.**

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

A class settlement has been proposed to resolve hundreds of lawsuits about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana, will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**WHO'S INCLUDED?**

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been manufactured by a Manufacturer listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**

The Settlement includes the following manufacturers of the travel trailers:

Citair, Inc.; Coachman Industries, Inc.; Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen Recreational Vehicles of Georgia, LLC; Cruiser RV, LLC; Damon Motor Coach; Doubletree RV, L.L.C.; DS Corp. d/b/a CrossRoads RV, Inc.; Dutchmen Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc.; Heartland Recreational Vehicles, LLC; Homette Corporation; Hy-Line Enterprises, Inc., n/k/a FRH, Inc.; Jayco, Inc.; Jayco Enterprises, Inc.; Keystone RV Company; Komfort Corp.; KZR RV, LP; Layton Homes Corp.; R-Vision, Inc.; Monaco Coach Corporation; Pilgrim International, Inc.; PlayMor Trailers, Inc.; Recreation By Design, LLC; Skyline Corporation, Inc.; Skyline Homes, Inc.; Starcraft RV, Inc.; SunRay RV, L.L.C. and SunRay Investments, L.L.C.; Thor Industries, Inc.;

Thor California, Inc.; Timberland RV Company, Inc. d/b/a Adventure Manufacturing; TL Industries, Inc.; Vanguard Industries of Michigan, Inc.; Vanguard, LLC; Viking Recreational Vehicles, LLC.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement with the above manufacturers, in the total amount of \$37,468,574.16, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these Manufacturers. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.



**YOUR OTHER OPTIONS.**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012, or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

The Court will hold a hearing in this case, called *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MDL-1873, Section "N" (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Manufacturers listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

1-800-728-1628

mandate that Republicans seized on to make their case that the program amounted

lacking four votes, or less than voting on it has a chance of moving forward, Boustany said he hopes the public information records. However, the

the Louisiana Democrat says she is entitled to the position. 1994.

**CONTRACTORS SETTLEMENT LEGAL NOTICE**

*Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and installed, maintained or refurbished by one of the below-listed Contractors following Hurricanes Katrina or Rita?*

**A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.**

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

A class settlement has been proposed to resolve hundreds of claims about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**WHO'S INCLUDED?**

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been installed, maintained or refurbished by a contractor listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



Manufactured Home

**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**

The Settlement includes the following installers, maintenance providers and refurbishers of the travel trailers:

- Bechtel National, Inc.; CH2M HILL Constructors, Inc.; Fluor Enterprises, Inc.; Shaw Environmental, Inc.; Jacquet Construction Services; PR/D/J, A Reconstruction Joint Venture; Project Resources, Inc.; American Radiation Services, Inc.; B & I Services, L.L.C.; Davis Professional Accounting Services, Inc. s/l/a Davis Professional Services, Inc.; Multi-Task, L.L.C.; DC Recovery Systems; MLU Services, Inc.; Smith Research Corporation; T-Mac, Inc.; TKTMJ, Inc.; and Del-Jen, Inc.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement with the above contractors, in the total amount of \$5,129,250.00, provides money to people who claim to

have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers installed, maintained, or refurbished by a contractor listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these contractors. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.



Travel Trailer or Park Model Trailer

**YOUR OTHER OPTIONS.**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself, by August 17, 2012 or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

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[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

1-800-728-1628

the Baton Rouge and Plaquemine branches, Rudy S. Barrilleaux, Eric Leon Dixon, who she was married to on October 19, 1939.

# The Times-Picayune

3800 HOWARD AVENUE, NEW ORLEANS, LOUISIANA 70125-1429 TELEPHONE (504) 826-3201

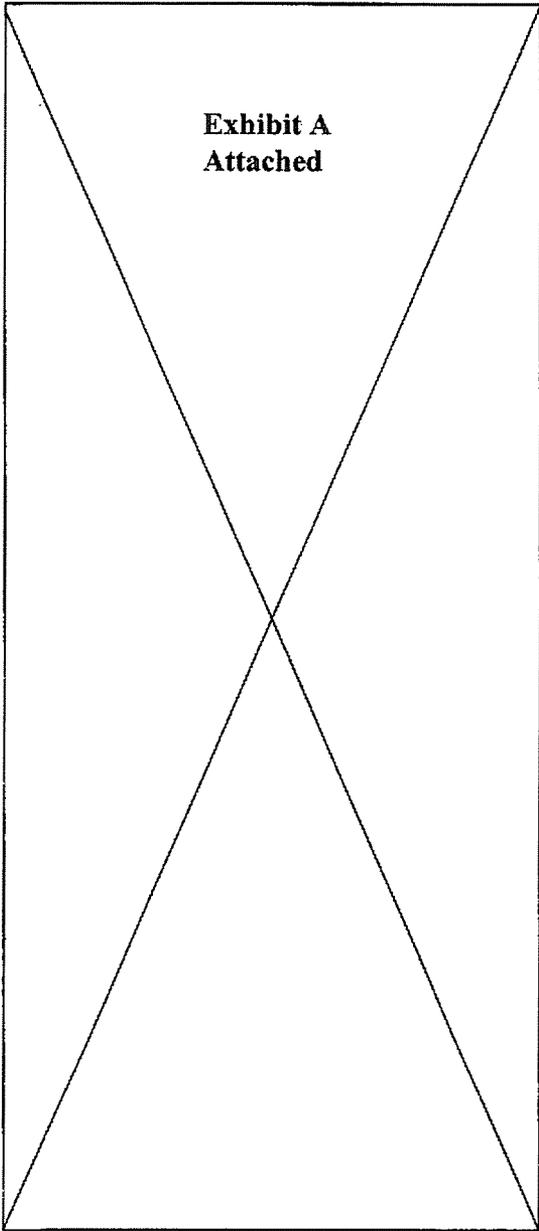


Exhibit A  
Attached

State of Louisiana

Parish of Orleans

City of New Orleans

Personally appeared before me, a Notary in and for the parish of Orleans, Heather Grant who deposes and says that she is an Assistant Controller of The Times-Picayune, L.L.C., a Louisiana Corporation, Publishers of The Times-Picayune, Daily and Sunday, of general circulation; doing business in the City of New Orleans and the State of Louisiana, and that the attached

**LEGAL NOTICES**

Re: Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park

Advertisement of Postlethwaite & Netter

8550 United Plaza, Suite 1001  
Baton Rouge, LA 70809

Was published in The Times Picayune

3800 Howard Ave.  
New Orleans, LA 70125

On the following dates July 8, 12, 2012

I attest that the copy attached hereto as "Exhibit A" is a true and correct copy of the advertisement published in The Times-Picayune on these dates.

12<sup>th</sup>

Sworn to and subscribed before me this  
Day of July, 2012

\_\_\_\_\_  
Notary Public

My commission expires at my death.

Charles A. Ferguson, Jr.

Notary identification number 23492

**Cody Passman**

---

**From:** jching@timespicayune.com  
**Sent:** Tuesday, June 26, 2012 12:07 PM  
**To:** Cody Passman  
**Subject:** Proofs & Cost  
**Attachments:** fema manufact 3x8 50.pdf; fema contract 3x8 50.pdf

Hello Cody,

Attached are the proofs for the two ad you emailed.

The cost for these notices to publish for the days you requested (July 3 and July 8) is \$7,794.59/each. If you need an affidavit it will be an additional \$34 for each ad.

The total cost for both notices to publish with an affidavit each is ~~\$15,657.18~~

Please let me know if it is okay to proceed with these ads.

+ \$68.00 (2 affidavits)  


---

~~\$15,725.18~~

\*\*Please note there is a new email address for legals. Please email to legals@timespicayune.com\*\*

Thank you,  
JoMaeLin Ching  
The Times-Picayune Classified Department  
504-826-3564  
jching@timespicayune.com  
www.nola.com

\* Make check to "Times-Picayune"

3800 Howard Ave

70125

WASHINGTON

# House Dems fail to block food stamp cuts

### Farm bill will expire in September

By Jim Abrams  
The Associated Press

WASHINGTON — Democrats fell short in efforts Wednesday to block cuts to the food stamp program as the House Agriculture Committee moved ahead on a half-trillion-dollar bill to fund farm and nutrition programs over the next five years. Simultaneously, a Republican attempt to make deeper cuts to the program was defeated.

The program that helps feed 66 million people at a cost of near \$80 billion a year, about 80 percent of farm bill spending, was the dominant issue as committee members tried to advance one of the larger and more expensive bills that Congress is taking up this year.

The committee's draft

measure would save \$2.6 billion a year through such steps as ending the practice of direct payments for unproductive farmland and consolidating conservation programs. Of that, \$1.6 billion in savings would come from tightening eligibility rules and ending classes in the food stamp program.

The Senate version of the farm bill passed last month on a bipartisan vote would save about \$2.8 billion a year, with \$100 million coming from the food stamp program.

The House and Senate must reach a compromise before the current farm bill expires at the end of September.

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take food away from hungry people," Rep. Joe Heck, R-Calif., told his colleagues. "Once rolled on food stamps." Without that aid, he said, "I wouldn't have been able to feed my son and my wife."

The committee chairman, Rep. Frank Lucas, R-Okla., stressed that a qualified people would be deprived of help. "I believe most Americans will agree this is a reasonable cut in food stamps," he said.

The House bill also differs from its Senate counterpart by providing a price support program that pays farmers when prices fall below certain levels. The larger price system is favored by Southern rice and peanut farmers, who objected to the elimination of price supports in the Senate bill.

The House measure gives farmers a choice between the new support program and taxpayer-subsidized revenue protection included in the Senate bill that compensates farmers for modest revenue losses between crop and insurance yields in.

The committee also defeated, on a 31-15 vote, a proposal by Rep. Jim McGovern, D-Maine, that would have eliminated all the proposed cuts to food stamps. The cut, he said, would deprive some 2 million to 3 million people of food assistance and would "literally

and limiting imports, exporters of the current policy said it did

not cost the government anything and protected producers

from a slump in Mexico or Brazil imports.

### MANUFACTURERS SETTLEMENT LEGAL NOTICE

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and manufactured by one of the below-listed Manufacturers following Hurricane Katrina or Rita?

A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.

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

A class of persons has been proposed to resolve the thousands of lawsuits filed against the United States Government and its contractors for exposure to formaldehyde in Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Action Settlement Agreement. If you are a member of the class, you will be notified by mail.

The Class Action Settlement Agreement will be filed with the court. The court will determine if the Settlement Agreement is fair, reasonable and equitable. If you are a member of the class, you will be notified by mail.

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## Jesse Jackson Jr. treated for a 'mood disorder'

### Staff denies reports of substance abuse

By Sophia Barson  
The Associated Press

CHICAGO — U.S. Rep. Jesse Jackson Jr. is under intensive medical treatment for a "mood disorder," his office announced in a brief statement Wednesday, more than a month after the Chicago Democrat quietly went on medical leave of absence.

The statement gave no details about where Jackson was being treated. Staff members said the statement was from Jackson's physician but that the doctor's name and location would not be released because of federal privacy laws.

"The Congressman is receiving intensive medical treatment at a residential treatment facility for a mood disorder," the statement said. "He is responding positively to treatment and is expected to make a full recovery."

Jackson's office also stated that reports about Jackson being treated for "alcohol or substance abuse" weren't true.

Jackson, 47, went on medical leave June 10, but his office did not disclose if publicly until weeks later.

Staff members initially released a short statement saying Jackson was being treated for exhaustion, but last week said his condition was worse than previously thought and required treatment at an inpatient facility. Staff also said Jackson has been privately battling emotional problems.

Jackson's spokesman did not return calls seeking more details on the statement Wednesday.



CHARLES REX ARONOWSKI / THE ASSOCIATED PRESS ARCHIVE

Rep. Jesse Jackson Jr. attends ceremonies May 16, 2011, for Mayor-elect Rahm Emanuel in Chicago. On Wednesday, Jackson's staff said the Chicago Democrat was being treated for a "mood disorder." Jackson has been on medical leave for a month, but his location hasn't been disclosed.

Pressure has been mounting on Jackson to disclose his whereabouts and exact medical condition.

Earlier Wednesday, Democratic leaders in the U.S. House joined colleagues and constituents in urging Jackson to provide a public update about his condition as soon as possible.

House Leader Nancy Pelosi and Rep. Steny Hoyer of Maryland, the chamber's No. 2 Democrat, spoke about Jackson at separate unrelated events in Washington on the same day that a Jackson spokeswoman in Chicago said his staff hoped to get more information from doctors "soon."

Jackson chose a Republican and independent candidate in November, though his victory expected to win re-election. His first term office in a 1995 special election and has easily won each race since. Jackson's district includes parts of Chicago and some suburbs.

father, the Rev. Jesse Jackson Sr., has called it a private issue and reportedly declined to give details.

The timing of the leave has raised questions.

A House Ethics Committee investigation in the coming week alleges that Jackson discussed raising money for Rod Blagojevich's campaign as then-Illinois governor would appoint him to President Barack Obama's vacant U.S. Senate seat.

Jackson chose a Republican and independent candidate in November, though his victory expected to win re-election. His first term office in a 1995 special election and has easily won each race since. Jackson's district includes parts of Chicago and some suburbs.

## Congress honors Capitol artist

### Immigrant receives posthumous award

By Ian Duncan  
From Washington Post

WASHINGTON — Constance Brumdi came to the U.S. Capitol from Italy in 1970. She found the walls bare and worked until they sang to acknowledge their presence and freedom.

"The art here doesn't all sit on display every day. It hummers the building to life and replenishes the soul of the Congress."

House Speaker John Boehner, R-Ohio, said before he and other congressional leaders posthumously awarded Brumdi the Congressional Gold Medal.

The award marks another step in the rehabilitation of Brumdi's works, which had been damaged over time.

Brumdi, who quickly found work painting chandeliers in New York and Baltimore where he arrived in America, crisscrossed the corridors and rooms of the Capitol with scenes from American history. His greatest projects were "The Apotheosis of George Washington" in the Capitol rotunda, which shows the first president ascending to

heaven flanked by women representing the colonies, and the frieze below it depicting American history from the arrival of Columbus.

Senate Majority Leader Harry Reid, D-Nev., described his early appreciation for the artist. "I remember taking this kid from a town in Nevada and looking up at these paintings and thinking it was a miracle," he said.

Over the decades, grime had dulled the paintings. But in the 1980s restoration work began and a vision of Brumdi's talent began to appear.

A national celebration of Brumdi's work was held in 2005.



Manufactured Home

Class members (hereinafter referred to as "Class Members") are persons who were exposed to formaldehyde in a Travel Trailer or Park Model Trailer manufactured by one of the Manufacturers listed above.

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# The Times-Picayune

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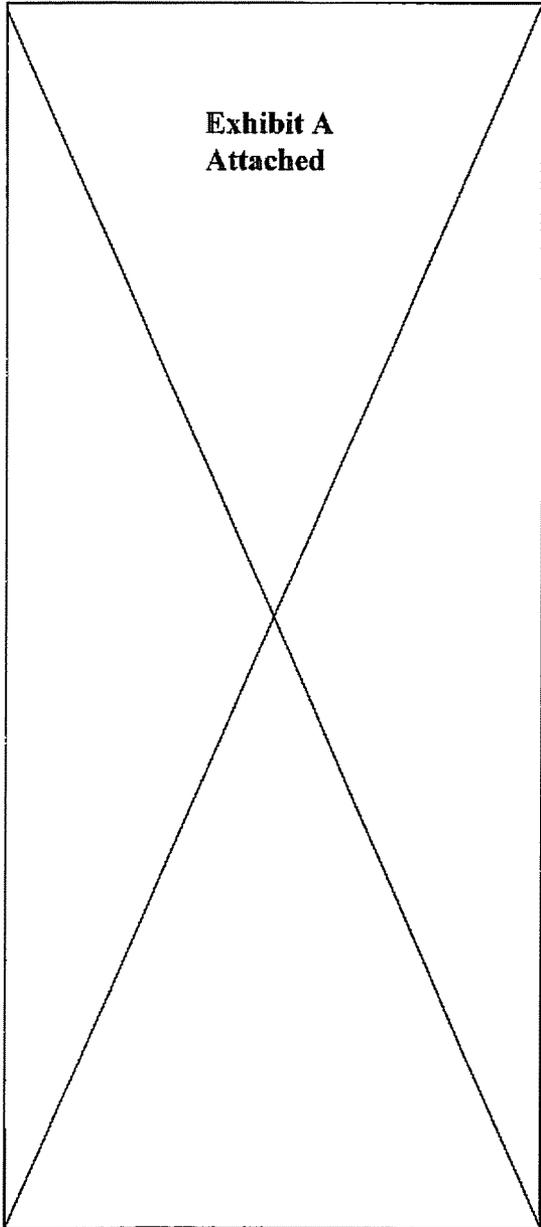


Exhibit A  
Attached

State of Louisiana

Parish of Orleans

City of New Orleans

Personally appeared before me, a Notary in and for the parish of Orleans, Heather Grant who deposes and says that she is an Assistant Controller of The Times-Picayune, L.L.C., a Louisiana Corporation, Publishers of The Times-Picayune, Daily and Sunday, of general circulation; doing business in the City of New Orleans and the State of Louisiana, and that the attached

LEGAL NOTICES

Re: Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park

Advertisement of Postlethwaite & Netter

8550 United Plaza, Suite 1001  
Baton Rouge, LA 70809

Was published in The Times Picayune

3800 Howard Ave.  
New Orleans, LA 70125

On the following dates July 8, 12, 2012

I attest that the copy attached hereto as "Exhibit A" is a true and correct copy of the advertisement published in The Times-Picayune on these dates.

12<sup>th</sup>

Sworn to and subscribed before me this  
Day of July, 2012

Notary Public

My commission expires at my death.

Charles A. Ferguson, Jr.

Notary identification number 23492

SCIENCE

Science lab jobs called scarce

Facts counter calls for more scientists

By Brian Vastag The Washington Post

Michele Amaral wanted to be a brain scientist to help cure diseases. She planned a traditional academic career: Ph.D., university professorship and, eventually, her own lab.

But three years after earning a doctorate in neuroscience, she gave up trying to find a permanent job in her field.

Dropping her dream, she took an administrative position at her university, experimenting there to find an economic reality that, at first look, is counterintuitive: There are too many laboratory scientists for too few jobs.

That reality runs counter to messages sent by President Barack Obama, the National Science Foundation and other influential groups, who in recent years have called for U.S. universities to churn out more scientists.

Obama has made science education a priority, launching a White House science fair to get young people interested in the field.

But it's questionable whether those youths will be able to find work when they get a Ph.D. Although jobs in some high-tech areas, especially computer and petroleum engineering, seem to be booming, the market is much tighter for lab-bound scientists — those seeking new discoveries in biology, chemistry and medicine.

There have been many predictions of science labor shortages and ... rapid job growth," said Jim Austin, editor of the online magazine Science Careers. "And yet, it seems awfully hard for people to find a job. Anyone who goes into science expecting employers to choose for their services will be deeply disappointed."

One big driver of that trend: Traditional academic jobs are scarcer than ever. Once a primary career path, only 14 percent of those with a Ph.D. in biology and the life sciences now land a coveted academic position within five years, according to a 2009 NSF survey. That figure has been steadily declining since the 1970s, said Pauls Stephan, an economist at Georgia State University who studies the scientific workforce. The reason? The supply of scientists has grown far faster than the number of academic positions.

The pharmaceutical industry once offered a haven for biologists and chemists who did not go into academia. Well-paying, stable research jobs were plentiful in the Northeast, the San Francisco Bay area and other hubs. But a decade of slash-and-burn mergers gutting profit-seeking of jobs to India, China and Europe, and declining investment in research and development have dramatically shrank the U.S. drug industry, with research positions falling heavily.

Since 2000, U.S. drug firms have slashed 500,000 jobs, according to an analysis by consulting firm Challenger, Gray & Christensen. In the latest closure, Roche last month announced it is shuttering its storied Nutley, N.J., campus — where Valium was invented — and shuffling another 1,000 research jobs.

"It's been a bloodbath; it's been awful," said Kim Hines, who spent 20 years designing new pharmaceuticals for drug giant Wyeth and Bristol-Myers Squibb and is in her early 60s. Hines left her six-figure job last year. She now works one or two days a week on contract at a university in Philadelphia.

Largely because of drug industry cuts, the unemployment rate among chemists now stands at its highest mark in 40 years, at 4.6 percent, according to the American Chemical Society. For young chemists, the picture is much worse. Just 38 percent of new Ph.D. chemists are employed in 2011, according to a recent ACS survey.

WORLD

103 dead in flooding in southern Russia area

Many asleep as rains hit overnight

By Jim Heintz The Associated Press

MOSCOW — Intense flooding in the Black Sea region of southern Russia killed 103 people after torrential rains dropped nearly a foot of water, forcing many to scramble out of their beds for refuge in trees and on roofs, officials said Saturday.

Many people were asleep when the flooding hit overnight in the Krasnodar region, and the water rushed into the area around the hard-hill town of Krimsk with such speed and volume that no more emerged that local officials had ordered a nearby water reservoir. Muddy water cascaded through streets and homes in some areas high enough to flow over the roofs of cars and even as high as rooftops, according to witnesses.

People waded through waist-high water or maneuvered the streets in boats on Saturday. About 5,000 residences were flooded, the Krasnodar governor was quoted as telling the interior ministry agency.

"Nobody remembers such a flood in all of (the area's) history," Alexander Tzschew said. "The interior ministry gave the death toll as 103 on Saturday evening, according to Russian news agencies; a regional ministry spokesman said earlier that at least 67 of the deaths were around Krimsk, about 750 miles south of Moscow. Five people were electrocuted in the Black Sea coastal city of Gelendzhik after a transformer fell into the water, state news agency RIA Novosti said.

Anna Kovalovskaya, whose parents live in the flooded area, described water inundating their home up to the roof.

"In the town, people are saying that reservoir in the mountains above was opened," she told the Moscow-based radio station Russkaya News Service. "A wave came from there. There was seven meters (22 feet) of water in the town."

Tzschew reacted angrily to the speculation, saying on his Twitter account: "Stop spreading stupid rumors ... Now is the time to get through things together, not mock."

President Vladimir Putin flew to the region Saturday evening, viewing the damage from a helicopter. He will also meet with regional officials in Krimsk.

Putin said he had met with Romney in New Hampshire and had no plans to do so. He said he does plan to meet with former President George H.W. Bush in Maine today.

Dan Quayle of Indiana as his running mate, is not known to be involved in the decision this time.

"It's great to be here in New Hampshire, a classic swing state," Portman said with a grin at the beginning of a news conference that preceded a private GOP fundraiser where he was speaking. Proceeds were to go to the New Hampshire Republican Party.

Portman declined to say whether he was being vetted by the Romney campaign. He said he had not met with Romney in New Hampshire and had no plans to do so. He said he does plan to meet with former President George H.W. Bush in Maine today.

Portman said he was in New Hampshire for two reasons: first, to take his 17-year-old daughter on a college tour (including to his alma mater, Dartmouth) and second, to speak at the fundraiser. He also plans to speak at two Romney fundraisers in Boston on Monday.

He did take the opportunity to set as a surrogate for Romney, attacking President Barack Obama for his record on job creation, debt and deficit reduction, and foreign policy, and saying that Romney's experiences with Bain Capital helped give him the economic vision to turn things around. And as the chairman of Romney's campaign in Ohio, he described the race there as "a dead heat," with the campaign financing up 10 percent to 15 percent of the electorate that remains undecided.

Obama just finished a two-day tour of Ohio. Independent polls have shown Obama with as much as a 9-point lead in Ohio.

"The good news is, we have a candidate running who has a very clear idea of where this country ought to go in terms of the economy," Portman said.

Asked whether he agreed with Romney's statement that the primary health care mandate is a tax, Portman used language quite similar to that used by the candidate. "It's not up to me," he said. "It's up to the Supreme Court and they've said it's a tax."

He said what's important is not what it's called but that "it's still unaffordable" to individuals and to the government.

Portman did offer an opinion on the vice presidential pick. "Kelly Ayotte would be a good choice, by the way," he said, referring to the senator from New Hampshire, who appeared with Romney on July 14.

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Acadiana's Daily Newspaper

# THE ADVERTISER

1100 Bertrand Drive  
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PHONE: (337) 289-6300  
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## AFFIDAVIT OF PUBLICATION

**CADA**  
8550 United Plaza Blvd., Suite 1001  
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Account No.: 2254084492  
Ad Number: 1566281  
Ad Total: \$1,167.00  
No. of Lines: 6 columns x 8 inches  
Reference No.:

\*\*To insure proper credit please refer to your account number and/or ad number when making payment. Remittance address: P.O. Box 3268, Lafayette, LA 70502-3268

I, **Rose Penfold**, do solemnly swear that I am the LEGAL CLERK of THE ADVERTISER, a newspaper printed and published at Lafayette, in the Parish of Lafayette, State of Louisiana, and that from my personal knowledge and reference to the files of said publication, the advertisement of

### CONTRACTORS SETTLEMENT LEGAL NOTICE

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and installed, maintained or refurbished by one of the below-listed Contractors following Hurricanes Katrina or Rita?

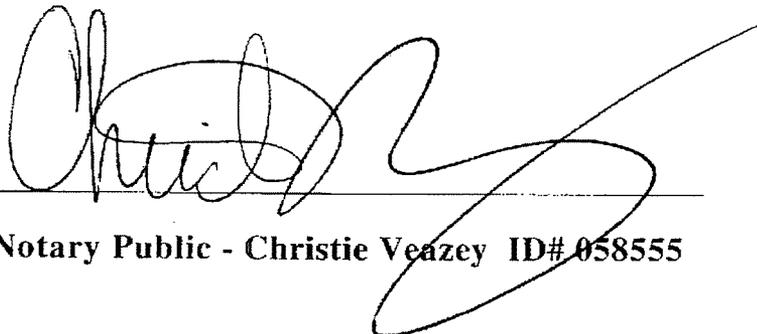
was published in **THE ADVERTISER** on the following dates:

- \*Sunday, July 8, 2012
- \*Thursday, July 12, 2012



**ROSE PENFOLD**  
LEGAL CLERK

Sworn to and subscribed before me this 12th day of July, 2012.



**Notary Public - Christie Veazey ID# 058555**

Acadiana's Daily Newspaper

# THE ADVERTISER

1100 Bertrand Drive  
LAFAYETTE, LA 70506

PHONE: (337) 289-6300  
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1566281

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**A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.**

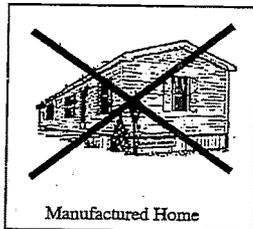
*A court authorized this notice. This is not a solicitation from a lawyer.*

A class settlement has been proposed to resolve hundreds of claims about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**WHO'S INCLUDED?**

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been installed, maintained or refurbished by a contractor listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



Manufactured Home

**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**

The Settlement includes the following installers, maintenance providers and refurbishers of the travel trailers:

Bechtel National, Inc.; CH2M HILL Constructors, Inc.; Fluor Enterprises, Inc.; Shaw Environmental, Inc.; Jacquet Construction Services; PRI/DJI, A Reconstruction Joint Venture; Project Resources, Inc.; American Radiation Services, Inc.; B & I Services, L.L.C.; Davis Professional Accounting Services, Inc. a/k/a Davis Professional Services, Inc.; Multi-Task, L.L.C.; DC Recovery Systems; MLU Services, Inc.; Smith Research Corporation; T-Mac, Inc.; TKTML, Inc.; and Del-Jen, Inc.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement with the above contractors, in the total amount of \$5,129,250.00, provides money to people who claim to

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1-800-728-1628

have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers installed, maintained, or refurbished by a contractor listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these contractors. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it



Travel Trailer or Park Model Trailer

out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.

**YOUR OTHER OPTIONS.**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012 or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

The Court will hold a hearing in this case, called *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MDL-1873, Section "N" (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Contractors listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

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- RELL LYNDON
- BRASSEAU, FRE
- WILLIAM
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- THONY
- BREAUX, ELAINE
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- BROUSSARD, QUARTECIA ANN
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- DAVID
- CAI, XIANGYONG
- CAILLIER, JAMES A
- CAMPIONE, JACK A
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- HATCH
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- COLLINS, ALVAH E
- COLLINS, CORTI
- JEVIC GIOVANI
- COMEAX, JULIE A
- CONNOLLY, JASON
- CHRISTOPHER
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- DALYNN
- CORLIN, JEREMIAH
- THOMAS
- CORMIER, JENNI
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- ANN
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Thursday, July 12, 2012

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1566277

MANUFACTURERS SETTLEMENT LEGAL NOTICE

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A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.

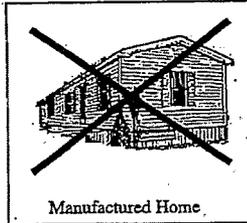
A court authorized this notice. This is not a solicitation from a lawyer.

A class settlement has been proposed to resolve hundreds of lawsuits about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana, will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

WHO'S INCLUDED?

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been manufactured by a Manufacturers listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



Manufactured Home.

WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?

The Settlement includes the following manufacturers of the travel trailers:

- Citair, Inc.; Coachman Industries, Inc.; Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen Recreational Vehicles of Georgia, LLC; Cruiser RV, LLC; Damon Motor Coach; Doubletree RV, L.L.C.; DS Corp. d/b/a CrossRoads RV, Inc.; Dutchmen Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc.; Heartland Recreational Vehicles, LLC; Homette Corporation; Hy-Line Enterprises, Inc. n/k/a FRH, Inc.; Jayco, Inc.; Jayco Enterprises, Inc.; Keystone RV Company; Komfort Corp.; KZRV, LP; Layton Homes Corp.; Revision, Inc.; Monaco Coach Corporation; Pilgrim International, Inc.; PlayMor Trailers, Inc.; Recreation By Design, LLC; Skyline Corporation, Inc.; Skyline Homes, Inc.; Starcraft RV, Inc.; SunRay R.V., L.L.C. and SunRay Investments, L.L.C.; Thor Industries, Inc.

Thor California, Inc.; Timberland RV Company, Inc. d/b/a Adventure Manufacturing; TL Industries, Inc.; Vanguard Industries of Michigan, Inc.; Vanguard; LLC, Viking Recreational Vehicles, LLC.

WHAT DOES THE SETTLEMENT PROVIDE?

The settlement with the above manufacturers, in the total amount of \$37,468,574.16, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these Manufacturers. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at www.femaformaldehydelitigation.com or by calling 1-800-728-1628; has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

HOW DO YOU ASK FOR A PAYMENT?

Call 1-800-728-1628 or go to www.femaformaldehydelitigation.com for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.



Travel Trailer or Park Model Trailer

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1-800-728-1628

DISTRICT COURT OF PARISH OF LAFAYETTE STATE OF LOUISIANA

Notice is hereby given that by virtue of a writ of F.A. issued in hereinabove entitled and numbered case have seized and taken into my possession will offer for sale sell for sale \*\*\*WITH\*\*\* approval, to the last, highest bidder, at a public auction, at the FAYETTE PARISH GOVERNMENT BUILDING, 1010 FAYETTE STREET, 2ND FLOOR in Lafayette, Louisiana, between the legal hours commencing 10:00 A.M. on WEDNESDAY, AUGUST 15, 2012, the following described property to-wit: THAT CERTAIN LOT OR PARCELS OF GROUND, TOGETHER WITH BUILDING AND PROVEMENTS THEREON, THENCE TO LONGING, SITUATED IN SECTION 13, TOWNSHIP SOUTH, RANGE EAST, TO THE PARISH OF LAFAYETTE STATE OF LOUISIANA, BEING KNOWN AND BEING KNOWN AS TRACT 13, 13 ACRES, MORE OR LESS, SAID SAUSAGE SUBDIVISION, SAID PROPERTY HAVING FRONTAGE ON LANE, WITH FURTHER DIMENSIONS, BOUNDARIES, SHAPE, LOCATION AND FIGURATION AS SHOWN ON CERTAIN PLAT SURVEY RECORDED UNDER ENTRY NO. 2005-0052855 OF RECORDS OF LAFAYETTE PARISH, CLERK OF COURSE OFFICE; SUBJECT TO RESTRICTIONS, RIGHTS OF WAY AND OUTSTANDING MINERAL RIGHTS OF RECORD AFFECTING THE PROPERTY, BEING THE SAME PROPERTY ACQUIRED BY ACT OF CASH BY YVETTE O. KILE AND KENNETH C. KILE, JR. ALBERT LEBLANC, JR. AND YOUNG LEBLANC, BY THE ACT OF CASH SALE UNDER ENTRY NO. 03 AND FILED MARCH 21, 2003, IN CERTAIN MANU- U R E HOME/MOBILE EATED MONEY ABOVE DESCR PROPERTY

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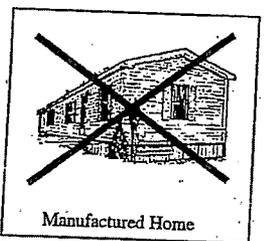
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Manufactured Home

Thor California, Inc.; Timberland RV Company, Inc. d/b/a Adventure Manufacturing; TL Industries, Inc.; Vanguard Industries of Michigan, Inc., Vanguard, LLC, Viking Recreational Vehicles, LLC.

**WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement with the above manufacturers, in the total amount of \$37,468,574.16, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these Manufacturers. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.



Travel Trailer or Park Model Trailer

**YOUR OTHER OPTIONS.**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012, or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

**WHO IS SUED (WHO ARE THE SETTLING DEFENDANTS)?**

The Settlement includes the following manufacturers of the travel trailers:

Citair, Inc.; Coachman Industries, Inc., Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C., Coachmen Recreational Vehicles of Georgia, LLC; Cruiser RV, LLC; Damon Motor Coach; Doubletree RV, L.L.C.; DS Corp, d/b/a--CrossRoads RV, Inc.; Dutchmen Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc., Heartland Recreational Vehicles, LLC; Homette Corporation; Hy-Line Enterprises, Inc., n/k/a FRH, Inc., Jayco, Inc., Jayco Enterprises, Inc., Keystone RV Company; Komfort Corp.; KZRV, LP; Layton Homes Corp.; R-Vision, Inc.; Monaco Coach Corporation, Pilgrim International, Inc.; PlayMor Trailers, Inc.; Recreation By Design, LLC; Skyline Corporation, Inc.; Skyline Homes, Inc.; Starcraft RV, Inc., SunRay R.V., L.L.C., and SunRay Investments, L.L.C.; Thor Industries, Inc.;

- Public Notice
- 1571294  
List of jurors drawn and to serve for the term beginning 07/16/2012
- ADAI, GERVIS E
  - ADAMS, ROBERT L
  - ALEXANDER, MARY BOURGEOIS
  - ALFERES-NABOR, JUAN E
  - ALFRED, NEIL W
  - ALLEN, BETTY LYNN
  - ALLEN, KRIS C
  - AMER, WAFI
  - SALLOUM ANCELET, BETTY ANN
  - ANDERSON, MICHAEL
  - ANDREW, BRYAN JAMES
  - ANDRUS, CHRISTOPHER LAURENCE
  - ANGELLE, LAWRENCE JR
  - ARCENEUX, CLARENCE P
  - ARCENEUX, CLARENCE P
  - ARCENEUX, PATRICK PETER JR
  - ARNAUD, MICHAEL JOHN
  - ASHY, LEE ANTHONY
  - ATKINSON, WILLIAM CHRISTOPHER
  - AUCOIN, MARY T
  - BABINEAUX, LORETTA LANCIOS
  - BAILES, JEREMEY TODD
  - BARNETT, VICTORIA PAIGE
  - BARROIS, JOSEPH W
  - BARRON, BALDWIN B ANNETTE
  - BARRY, MARIE V
  - BASHAW, NICOLE LEE
  - BEIHL, HAZEL F
  - BELLOW, WILMER JOSEPH
  - BENOIT, ELDRIE JR
  - BERAN, JOSEPH H
  - BERGERON, LUCAS JAMES
  - BERNARD, ANN MARIE
  - BERNARD, ERANIKA L
  - BERNARD, ROGERS JR
  - BERNARDEZ, RAYMOND
  - BIBBINS, KENNETH L
  - BIRCH, LEONARD R
  - BLOOD, MARY ANN FLORES
  - BOBO, JOHN RILEY
  - BOESE, KELLY VIRGINIA
  - BOIES, BARRY WILIAM
  - BONIN, BETSY RUTH
  - BONNETTE, ANDRE
  - BORNE, KAREN
  - BOUDREAUX, BLAKE ANTHONY
  - BOUDREAUX, JAMES L
  - BOUDREAUX, JENNIFER STELLY
  - BOUDREAUX, PAUL STANLEY
  - BOURGEOIS, LEAH H
  - BOURLIEA, JENNIFER LYNN
  - BOURQUE, ROBERT GENE
  - BOUTTE, EVELYN L
  - BOWIE, ALFRED OKENZIE
  - DREDD
  - DOMINGUE, NALD J
  - DOMINICK, KELL
  - GEORGE DOZIER, TAMAR REE
  - DRINKWATER, CHRISTINE MARIE
  - DUGAS, LARRY J
  - DUHON, KELLI MARIA
  - DUHON, STANLEY S
  - DUPREE, MICHELLI B
  - DUPUIS, VERNON J
  - DURDEN, GEORGE CLIFTON
  - EAGLIN, SHARON EDGE, TINA D
  - EDMOND, BIANCA LASHAE
  - EDWARDS, EMILY C
  - EDWARDS, NATASHA LYNN
  - EPLING, CHERYL RENEE
  - FAUCHEUX, DAVID LEON
  - FAULK, ELCOBE FAVA, WILLIAM B
  - FEDORAK, AMANDA MARIE
  - FINCKE, ERIC LOWELL
  - FITZGERALD, ELIZABETH LOUISE
  - FLORANCE, KEVIN DOUGLAS
  - FONTENOT, MONICA H
  - FONTENOT, PAUL R
  - FORET, DEBORAH DAZE
  - FORET, JOSEPH W
  - FOSS, MARY JOAN
  - FRANCIS, ALLEN MICHAEL
  - FRANCIS, JOHN C
  - FRITZ, MARTHA BROUSSARD
  - GAILLET, JEANETTE STEINER
  - GALLIGAN, SUSAN P
  - GANKENDORFF, WARREN J
  - GANNON, WILLIAM L JR
  - GANT, RICHARD WESLEY V
  - GARCIA, DANIEL EUSEBIO
  - GEBHART, MATTHEW J
  - GEORGE, LAURA ANN
  - GERARD, NEWBY FELIX
  - GILDER, LEANNE CATHERINE
  - GIROUARD, RAYMOND J
  - GISCLAIR, LARRY LEE
  - GLOVER, DUSTIN JAMES
  - GOBERT, DARRELL J
  - GODEAUX, SETH
  - GODDET, ROSS MITCHELL
  - GODMAN, JARVIS J
  - GOODMAN, JOHN MURPHY
  - GOULAS, HAILEY RENA
  - GRANADOS, ALBERTO ELOY
  - GREER, COURTNEY ELIZABETH
  - GRIFFIN, RUSSELL JOSEPH
  - GUIDRY, WILSON JR
  - GUILBEAU, MARY M
  - GUILBEAU, VIRGINIA NEWELL

[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

1-800-728-1628

Sunday, July 8, 2012

[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

1-800-728-1628

- Public Notice

1566281

**CONTRACTORS SETTLEMENT LEGAL NOTICE**

*Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and installed, maintained or refurbished by one of the below-listed Contractors following Hurricanes Katrina or Rita?*

**A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.**

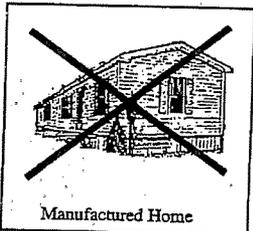
*A court authorized this notice. This is not a solicitation from a lawyer.*

A class settlement has been proposed to resolve hundreds of claims about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**WHO'S INCLUDED?**

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been installed, maintained or refurbished by a contractor listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



Manufactured Home

have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers installed, maintained, or refurbished by a contractor listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the Settlement Funds related to each of these contractors. If you have hired a lawyer to represent you for claims in this litigation, please contact them for further information. The Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

**HOW DO YOU ASK FOR A PAYMENT?**

Call 1-800-728-1628 or go to [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.



Travel Trailer or Park Model Trailer

**YOUR OTHER OPTIONS.**

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012 or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

The Court will hold a hearing in this case, called *In Re: FEMA Trailer Formaldehyde Product Liability Litigation*, No. 2:07-MDL-1873, Section "N" (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Contractors listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

- GENE
- BOUTTE, EVELYN L
- BOWIE, ALFRED
- OKENZIE
- B R A D D Y
- C H A R E L L E
- LATRICE
- BRADLEY, DAR-
- RELL LYNDON
- BRASSEAU, FRED
- WILLIAM
- BREAUX, BRAD AN-
- THONY
- BREAUX, ELAINE
- BRENNAN, NOLA
- BARBER
- BROOKS, ISAEH
- JAMES
- BROUGHTON, BON-
- NIE SIMPSON
- BROUSSARD, ALEX
- JR
- BROUSSARD, AN-
- DREA LYNN
- BROUSSARD, BRIAN
- BROUSSARD, DE-
- BORAH RATCLIFF
- BROUSSARD, HER-
- BERT JOSEPH III
- BROUSSARD, LOUIS
- K JR.
- BROUSSARD, LU-
- CILLE TROY
- B R O U S A R D
- QUARTERIA ANN
- BROUSSARD, RAN-
- DALL J
- BROUSSARD, SCOTT
- DAVIS
- BROWN, FELICIA
- JOURNET
- BROWN, LAKISHA T
- BRUNO, JANICE
- PADIO
- BURLEY, STEPHA-
- NIE M
- BUSH, ROBERT PER-
- RY JR
- BUSTLE, WILLIAM
- BRADLEY
- BUTLER, TRERANY
- ARAE
- CABRAL, FREDRICK
- DAVID
- CAI, XIANGYONG
- CAILLIER, JAMES A
- CAMPIONE, JACK A
- CARMON, MICHELLE
- STACEY
- CARTER, CHRISTI
- HATCH
- CARTER, EDRESTA
- R
- CARTER, LORNEAL
- WESTON
- CASEY, KYLE ROB-
- ERT
- CELESTIN, RENADA
- YOUNG
- CELESTINE, CYN-
- THIA W
- CHAPMAN, JOHN
- MARTIN
- CHAVIS, KEVIN GA-
- BRIEL
- CHESTER, ERICA
- LATRICE
- CHOU, PHOEBE
- CLARK, NEALI
- DEANN
- CLEMENT, JESSICA
- NICOLE
- CLEVELAND, JOHN
- M
- COCHRAN, MARIE B
- COLLINS, ALVAH E
- COLLINS, CORTI
- JEVIC GIOVANI
- COMEAX, JULIE A
- CONNOLLY, JASON
- CHRISTOPHER
- COOLEY, MONICA
- DALYNN
- CORLIN, JEREMIAH
- THOMAS
- CORMIER, JENNI-
- FER LEE
- CORMIER, KATHY
- ANN
- CORMIER, LAURA G
- CORMIER, THERESA
- ROGER
- C O U R V I L L E
- TABATHA MARIE
- CRAMER, LEONARD
- JR
- GUILBEAU, MARY M
- GUILBEAU, VIRGIN
- IA NEWELL
- GUILBEAUX, MELA
- NIE DAVID
- GUILLORY, BRITTA
- NY DENINE
- GUILLORY, GLYNN
- NED J
- GUILLLOTTE, SADI
- L
- HABETZ, TIFFAN
- RICHELLE
- HAMNER, JANENI
- PEYTON
- HANISEE, JOHN MI
- CHAEI II
- HARDY, NEHEMIAH
- RENAULDO
- HARMON, SHANNO
- LEE
- HARRIS, LAURE
- MC MATH
- HARRIS, MARCU
- LAVELL
- HARSON, ERIC JOHN
- HARVEY, QUINCY
- VERMAINE
- HASTINGS, DAVID
- COREY
- HEBERT, COR
- SHAYN
- HEBERT, DARRYL J
- HEBERT, KERI RAE
- HEBERT, LUC K JR
- HENDERSON, SHAN
- NON M
- HENKE, ERIC ZACH
- ARY
- HENRY, CLEVE
- LAND
- HENRY, MARGARE
- A
- HERNANDEZ, DER
- EK PAUL
- HICKS, HAYLEY S
- HIDALGO, RYAN
- CLAY
- HOFFPAUIR, CE
- DRIC V JR
- HOLLACE
- RAE
- DUPREE
- HOLLIER, GLENN M
- HOLMES, SHANNON
- KEITH
- HOPE, TREMEIKI
- MONIQUE
- HUI, JOO SING
- HUKINS, COLIN
- SEBASTION
- HULIN, LEA L
- HUNT
- JAMEI
- ALPHAUEUS
- ISAAQ, ELLA M
- ISTRE, JOSEPH
- TROY
- JACKSON, CORNELL
- JAMES, IRM
- LATRICIA
- JARRELL, MARY M
- JEFCOAT, JACOE
- MARTIN
- JEFFROY, JANET
- JOHN
- AIMEE
- BARIELLE
- JOHNSON, DAVID A
- JOHNSON, JOSEPH A
- JR
- JOHNSON, MYISHA
- SANAE
- JOHNSON, ROSS B
- JOLMAN, SUE K
- JONES, CHARNELL
- HOUSTON
- JOSEPH, DENAE
- MARISSA
- JOSEPH, JAY JR
- JUDGE, PATRICIA G
- KENNER, VERNAY
- SARAH
- KENT, TRESSIE H
- KERN, FAITH MI
- CHELLE
- KHAN CHARE UNH,
- KHAMPHAY TONY
- KIDDER, LANE P
- KOCUREK, KATHY
- KOURY, ELLA H
- KREAMER, JEFF
- ERY LAWRENCE
- KRISTENSEN, GRY
- KONDRUP
- LABBE, DELORES S

[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

1-800-728-1628

## Affidavit of Publication

**STATE OF LOUISIANA**

**Parish of Calcasieu**

Before me the undersigned authority, personally came and appeared



who being duly sworn, deposes and says:

He/She is a duly authorized agent of

**LAKE CHARLES AMERICAN PRESS**

a newspaper published daily at 4900 Highway 90 East,  
Lake Charles, Louisiana, 70615. (Mail address: P.O. Box 2893  
Lake Charles, LA 70602)

The attached Notice was published in said newspaper in its issue(s)  
dated:

00757913 - \$1597.60

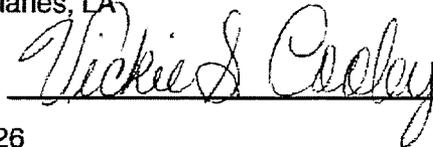
July 08, 2012,

July 12, 2012



Duly Authorized Agent

Subscribed and sworn to before me on this 12th day of July, 2012 at  
Lake Charles, LA



8354

00085926

Notary Public

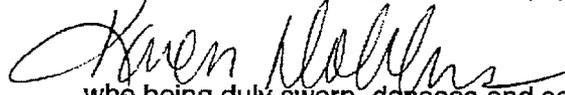
P & N

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00085926

Notary Public

P & N

**F6 AMERICAN PRESS SUNDAY, JULY 8, 2012**

**Uniform, Apts**  
**CASTLE REAL ESTATE**, WESTLAKE: A 1/1, w/water/sewer paid, no pets! \$157,300. \$99 up/10hr. \$157,300. \$99 up/10hr. Special! 480-6555

**DOWNTOWN PROPERTIES**  
 (337)433-4353  
 downtownproperties@ic.com  
 704121 Rwn  
 Open lot! 1204'  
 \$1200/\$1200  
 902 Pryce, 2/1, 690' \$400/\$600

**EMERALD POINT**  
 Apartments  
**\$299**  
 Move-in Special  
 Call today!  
 (337)478-6913  
 Your new home awaits!

**GIOVANNI STREET 2/1**  
 apartment with washer/dryer, \$475  
 \$406 (Koro) Contingency 2/1  
 Bassette 337-316-2190

**CLARE GARDENS**  
 1-2/1 and  
 East Broad  
 436-5584

**2 Bedroom - \$455**  
**3 Bedroom - \$505**  
 call residents@residences.com

**MAPLEWOOD AREA**  
 1 And 2 Bedroom  
 Apartments For Rent  
 625-5649 or 912-0981

**MAPLEWOOD-MOVE IN SPECIAL**  
 1/1  
 washer/dryer, hookups, \$400 deposit. 337-707-2466  
**MCNEESE AREA 2/1**  
 with appliances and

**Space Rental**  
 01-AAA RENTALS HomeRV Mobile in quiet Moss Bluffs and (337)540-1736 or (337)540-3334

**MOBILE HOMES**  
 A NICE QUIET Suburban Park. Fully equipped and drives, well lit, 2000 newer models, \$140 per month, 2x6 Kirby Street, (337)724-9046. www.troyanserrally.com

**LARGE SPACIOUS**  
 Shady lots for rent in Suburb. Call 540-0433

**MOSS BLUFF Pin Oak**  
 Mobile Home Park, lot available. 794-8642

**RV SPACES and lots in**  
 Carvers, quiet park near rainforests. 540-2469

**WINGATE RV Park**  
 502 Hemling Drive, 2000 new, newly renovated, 2000 new, newly renovated, now for details 625-9541 or 563-1820.

**LEGALS**  
 NOTICE OF PUBLIC HEARING PLANNING AND ZONING COMMISSION July 9, 2012 - 609 Kirby Street - Central School - 5:30 P.M.

**RES 12-22 LAKE CHARLES SUBDIVISION REGULATIONS**  
 LEGAL NOTICE PART 2) SUBJECT: Applicant is requesting Final Sub-division (Section 2.4) in approval of a re-subdivide a 1-acre tract of land into four (4) residential lots, Zoning D, Residential lot, the request for the subdivision of the Southside 2800 Bldg. Rue De Jardin.

**ON-LINE ADVERTISING**  
 24 HOURS A DAY - 7 DAYS A WEEK

**americanpress.com**

**LEGAL NOTICE**  
 MANUFACTURERS SETTLEMENT LEGAL NOTICE  
 Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by one of the below-listed Manufacturers following Hurricanes Katrina or Rita?

**A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.**  
 A court authorized this notice. This is not a solicitation from a lawyer.

A class settlement has been proposed to resolve hundreds of lawsuits about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas as following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana, will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

**Who's Included?**  
 If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been manufactured by a Manufacturer listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde



Travel Trailer or Park Model Trailer

may be deducted from your settlement.  
 Call 1-800-728-1628 or go to [www.femaformaldehyde litigation.com](http://www.femaformaldehyde litigation.com) for a Claim Form, then fill it out, sign it, and

for further information. The Settlement Agreement, available at [www.femaformaldehyde litigation.com](http://www.femaformaldehyde litigation.com) or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts

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Notice is hereby given that the State of Louisiana, through the Attorney General, has filed for a 401 Water Quality Certification to construct a new railcar carwash facility, off East Burdick Street, off East Westlake, Louisiana. The applicant is applying to the Louisiana Department of Environmental Quality, Office of Permitting and Compliance Services for a Water Quality Certification in accordance with the authority contained in the provisions of Section 401 of the Clean Water Act.

Comments concerning this application should be filed with the Water Permits Section within ten days of this notice by 01:00 A.M. on July 10, 2012. The following address: Louisiana Department of Environmental Quality, Water Permits Division, P.O. Box 4913, Baton Rouge, LA 70821-4913

Att: Jamie Phillips  
 A copy of the application is available for inspection and review at the following address: 1001 North Fifth Street, Room 127 at the Baton Rouge, LA 70802-0127. To the following address: Louisiana Department of Environmental Quality, Water Permits Division, P.O. Box 4913, Baton Rouge, LA 70821-4913

July 2-11 101  
 00759641

NOTICE OF PUBLIC HEARING  
 The Calcasieu Parish Planning and Zoning Board will conduct a public hearing on Tuesday, July 17, 2012 at 5:30 p.m. in the Parish Meeting Room of the Parish Government Building, which is located at 1013 Pignon in Lake Charles, Louisiana. The following items will be discussed: appropriate action to discuss preliminary Access Subdivision to be developed by James M.

July 2-11 101  
 00759641

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24 HOURS A DAY - 7 DAYS A WEEK

**americanpress.com**

LEGALS

Case 2:07-md-01873-KDE-ALC Document 25655-3 Filed 05/30/12 Page 1 of 1

**MANUFACTURERS SETTLEMENT LEGAL NOTICE**

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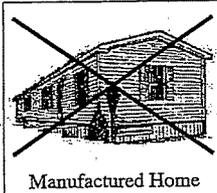
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Manufactured Home

**Who Is Sued (Who Are The Settling Defendants)?**

The Settlement includes the following manufacturers of the travel trailers:

**WHAT DOES THE SETTLEMENT PROVIDE?**

Citair, Inc.; Coachman Industries, Inc.; Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen Recreational Vehicles of Georgia, LLC; Cruiser RV, LLC; Damon Motor Coach; Doubletree RV, L.L.C.; DS Corp. d/b/a CrossRoads RV, Inc.; Dutchmen Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc.; Heartland Recreational Vehicles, LLC; Homette Corporation; Hy-Line Enterprises, Inc., n/k/a FRH, Inc.; Jayco, Inc.; Jayco Enterprises, Inc.; Keystone RV Company; Komfort Corp.; KZRV, LP; Layton-Homes Corp.; RVision, Inc.; Monaco Coach Corporation, Pilgrim International, Inc.; Play Mor Trailers, Inc.; Recreation By Design, LLC; Skyline Corporation, Inc.; Skyline Homes, Inc.; Starcraft RV, Inc.; SunRay R.V., L.L.C. and SunRay Investments, L.L.C.; Thor Industries, Inc.; Thor California, Inc.; Timberland RV Com-

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Travel Trailer or Park Model Trailer

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**How Do You Ask For A Payment?**

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If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by **August 17, 2012**, or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by **August 31, 2012**. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

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**[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) 1-800-728-1628**

seven North as an Water front to railcar of East in Louisiana is ap Louisiana En- Quality Envir- s. for a Cer- rdance authority LAC and tion 401 ur Act. of terning can be no Water within nities by ur 12/01/3- Se fol- A ment tal vision 70821- ilippe De ap- ble for eview of c Re- esh in the Alvarez at 1727 of Street, 70802 4:30 101 LIC Parish nning ect a 7:05- 5:30 Jury the ment loc- tion Charles, low- dis- ac- min- thyn to be National poses cated th in Ward 244 Ward y and a o di- lop- the d as: f LoF d Es- car- Page 9 ft; he N ft to num- 244 Lake ana ndra bur) hael g ex- bor- s) on ried Com ine of d. 55 E of 2 30. ce N 50

LEGALS

Case 2:07-md-01873-KDE-ALC Document 25658-3 Filed 05/31/12 Page 1 of 1

CONTRACTORS SETTLEMENT LEGAL NOTICE

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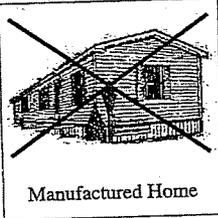
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www.femaformaldehydelitigation.com 1-800-728-1628

WRITE A... ED AD... ILLS... with... the best... price, include... your ad... phone... "please" in... response.

Advertisement for 'PRE-OWNED RV'S' with 'SOLD' graphic. Includes contact information for 'DOWNTOWN' and 'MOBILE HOMES'.

C4 AMERICAN PRESS THURSDAY, JULY 12, 2012

## Newspaper advertising.

# A DESTINATION, not a distraction.

LEGLALS

Case 2:07-md-01873-KDE-ALC Document 25658-3 Filed 05/31/12 Page 1 of 1

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**Uniform, Apts**

★★★★

**CLAIRE GARDENS**  
1-210 and  
EGST Broad  
436-5584

2 Bedroom - \$455  
3 Bedroom - \$505  
class residents  
residences.com

**Office Space**

MOSS BLUFF  
Special Space for  
Lease. New 1500  
structure. Over 1500  
square prime  
office/retail space with  
custom cabinets, full  
kitchen, storage, and  
tons of storage. All  
utilities included.  
Priced to move fast!  
Call (337)842-9244

**House For Rent**

SULPHUR, GREAT loc-  
ation in Maplewood  
Great house, 3/2, very  
nice. Fenced yard.  
2000, carpet, central  
950. 337-754-9191

4000 CHURCHILL  
STREET, large 27 du-  
plex, washer/dryer,  
\$800, call (337)842-8451

4009 SOUTH BEGLIS,  
Sulphur, 3/2, carpet,  
storage, \$700. 583-4544

4317 HARVARD 3/2 ON  
garage, fenced rear  
of, dishwasher fur-  
nished. 602-2307

5293 THEMA LANE 7/1  
Townhouse. Move-  
Special, \$200. 499-4793

SULPHUR: A 3/2, \$750  
Sulphur: A 3/2, \$750  
air, no pets. 496-9176

**M/Homes For Rent**

01AAA RENTALS:  
Sulphur, 3/2, bath, no  
bedroom, carpet, in  
with fenced back yard,  
\$650/\$500. Call Karen at  
Century, 21 Bessette Re-  
daily 337-310-2143.

812 18TH STREET, 1  
bedroom, good location,  
no pets. 337-465-9635

1 BEDROOM, 1  
washer/dryer, laundry,  
remodeled, large fenced  
backyard storage,  
covered parking, \$500  
18th St. Good 337-513-9586

1021 LIVE OAK, all  
appliances, central air,  
newly remodeled,  
\$600/\$500. 337-513-9586

A 1/1, \$600/\$500. VERY  
nice, all appliances, no  
pets. (337)496-9176

A 2 BEDROOM BRICK  
home on private lot in  
South Lake Charles,  
central air, washer/dryer,  
Special! 405-9635  
Call (337)562-8882 or  
(337)936-7401

A 2 BEDROOM, 412  
Vine, Washlake, no pets,  
\$550/\$500, application re-  
quired. 337-274-4589.

A 2 BEDROOM, 1 bath  
duplex, 507 Ch. Ryan  
\$520/\$520. 337-802-5667

A 1/1 CARLYSS, all bills  
paid, 1/1 Sulphur, all  
bills paid, \$700. Call 337  
477-4792, 337-500-9565

A 21 DUPLEX, sulphur,  
like new, all appliances,  
country, 101 Heratord  
Drive, Rayley, L.A.  
2593/\$450. 802-0635

A 21 Tulane Street, Lake  
Charles, 1/1, washer/dryer,  
conditioner, bring cash,  
smoking. \$650. 478-0082

**Rooms**

FURNISHED ROOM in  
Lake Charles area.  
Call (337)302-5323

FURNISHED ROOMS:  
Sulphur, 3/2, 1816  
parking, private bath,  
shared kitchen/laundry,  
\$400/month, all includ-  
ed. Lake Charles, call  
(337)433-6485

ROOMS For rent. Call  
337-912-7541

SOUTH, BILLS paid  
kitchen, laundry \$70.  
Call (337)302-5173

**Uniforms/Apts**

1101 DEESPORT, A 1  
bedroom with washer  
/dryer, very spacious,  
\$550-6019 / 526-4177

114 NORTH LINCOLN  
2/1, North Lake Charles,  
2/1, \$400/\$200 439-0783.

1223 11TH STREET, 2/1,  
\$400/\$400. Water/  
trash/laundry/insect  
control paid. Central  
air, washer/dryer hook-  
up, appliances, air/heat,  
272, appliances. 312-5966

STREET, LAKENATER  
1 bedroom apartment  
with stove, refrigerator,  
electric, water and gas  
paid, central air/heat.  
\$600/\$500, 337-425-2702.

15TH STREET - 1/1 ap-  
artment, washer/dryer  
hookups, \$400 deposit,  
504-442-2768.

A 3/2 CAMPER \$205  
\$200. Electric/Water  
Paid. (337)496-5480

A 3/2, ALL appliances,  
water at a c l u d e d.  
\$650/\$400. 337-532-9295

A 3/2, TRAILER in the  
country, 101 Heratord  
Drive, Rayley, L.A.  
2593/\$450. 802-0635

A 21 Tulane Street, Lake  
Charles, 1/1, washer/dryer,  
conditioner, bring cash,  
smoking. \$650. 478-0082

**Maplewood**

1 And 2  
bedrooms for  
rent  
625-5649 or 912-0981

MAPLEWOOD--MOVE  
IN SPECIAL, 1/1  
washer/dryer hookups,  
1/2 off first months rent,  
\$400 deposit. 337-707-2466

MCKNEESE AREA: 1/1,  
apartment, air/heat,  
272, appliances, ur. 435-7266

MOSS BLUFF, 1/1, ap-  
artment, washer/dryer  
hookups, \$400 deposit,  
504-442-2768.

MOSS BLUFF, 2/1 du-  
plex, washer/dryer hook-  
ups, \$400 deposit, 504-442-2768.

MORRIS BLUFF, 3/2  
North Perkins Ferry, 3074  
duplex, brick, covered  
porches, appliances,  
washer/dryer hookups,  
5 month lease  
337-642-2196.

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# Newspaper advertising. A DESTINATION, not a distraction.

## LEGALS

Case 2:07-md-01873-KDE-ALC Document 25658-3 Filed 05/31/12 Page 1 of 1

### CONTRACTORS SETTLEMENT LEGAL NOTICE

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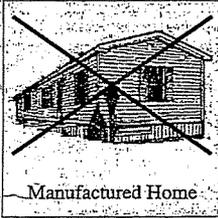
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Case 2:07-md-01873-KDE-ALC Document 25655-3 Filed 05/30/12 Page 1 of 1

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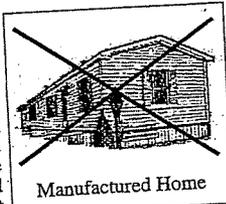
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[www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com)

1-800-728-1628

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\$5750  
Duplex  
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1/1 4/12,  
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CARLYSS  
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and cut lawns, flower beds  
in need? Weed, mulch,  
FORMAL DINING set, 2008  
Lawn Service  
Furniture  
Free For All  
Boots/Marine Spl

	<h2>Booking Summary</h2> <h3>Ad# 1491277</h3>
---	--

**Booking # 1491277**

Order Number: Contractors Settleme  
Sort Caption: Contractors Settlement Legal N  
Start Date: 7/8/2012  
End Date: 7/12/2012  
Tax Amount: \$0.00  
Total Cost: \$1,800.00  
Amount Paid: \$0.00  
Balance Due: \$1,800.00  
Received Date: 6/6/2012 10:23:41 AM  
Salesperson: claux

Name: P & N CONSULTING  
Phone: (225) 408-4492  
Address: ATTN: MEGAN STEVENSON  
BATON ROUGE, LA. 70809  
Email:  
Debtor Account: L006789

Ad Text:

---

**Total Number of Insertions: 2**

Run Schedule: SUN:8,12Jul2012  
Classification: Legal Notices  
Style: Space Booking  
Ad Size: 10 x 10 inches  
Line Count: 2  
Reply Box: NONE

Ins. Dates: 7/8/2012 7/12/2012

# PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Law who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city Gulfport in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 2 times in the following numbers and on the following dates of such paper, viz:

Vol. 128 No., 295 dated 24 day of July, 20 12

Vol. 128 No., 300 dated 29 day of July, 20 12

Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Ad on Back

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

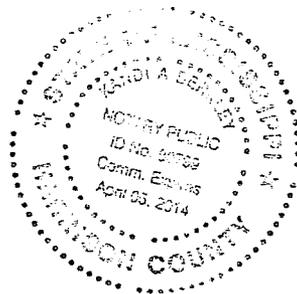
Crista Law

Clerk

Sworn to and subscribed before me this 30 day of

July, A.D., 20 12

Kandi A. Eberley  
Notary Public



travellers, provinces or people... Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

Who's Included?

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member, your Travel Trailer or Park Model Trailer must have been manufactured listed on the paperwork you received from the federal government. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identifier number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.

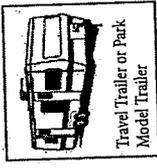


Manufactured Home

Call 1-800-728-1628 or go to www.femaformaldehydelitigation.com for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.

Your Other Options

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012, or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.



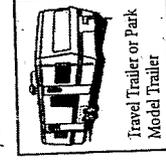
Travel Trailer or Park Model Trailer

The Court will hold a hearing in this case, called In Re: FEMA Trailer Formaldehyde Product Liability Litigation, No. 2:07-MDL-1873, Section "N" (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Manufacturers listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

above, the amount of money you will receive after the deduction of fees from the Settlement Funds related to each of these contractors. If you have hired a lawyer to represent you for further information, please contact them for further information. The Settlement Agreement, available at www.femaformaldehydelitigation.com or by calling 1-800-728-1628, has the details about the proposed settlement. If you received any Medicare or other government health benefits, some or all of these amounts may be deducted from your settlement.

How Do You Ask For a Payment?

Call 1-800-728-1628 or go to www.femaformaldehydelitigation.com for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.



Travel Trailer or Park Model Trailer

Your Other Options

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012, or you won't be able to sue, or continue to sue, the Defendants about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

The Court will hold a hearing in this case, called In Re: FEMA Trailer Formaldehyde Product Liability Litigation, No. 2:07-MDL-1873, Section "N" (5), on September 27, 2012, to consider whether to approve the settlement and a request by the lawyers for fees, costs and expenses. You will not pay the lawyers representing the Class; they will be paid from the Total Settlement Fund. If the settlement is approved, the Contractors listed above will be released from all liability for the claims. The Settlement Agreement explains this fully. You or your own lawyer may ask to appear and speak at the hearing, at your own cost, but you don't have to. For more information call toll free or visit the website below.

Who Does the Settlement Provide?

The settlement with the above contractors, in the total amount of \$5,129,250.00, provides money

Who Is Sued (Who Are the Settling Defendants)? The Settlement includes the following installers, maintenance providers and refurbishers of the travel trailers: Bechtel National, Inc.; CH2M HILL Constructors, Inc.; Floor Enterprises, Inc.; Shaw Environmental, Inc.; Jacquet Construction Services, PRU/DJI, A Reconstruction Joint Venture; Project Resources, Inc.; American Radiation Services, Inc.; B & I Services, L.L.C.; Davis Professional Accounting Services, Inc. a/k/a Davis Professional Services, Inc.; Multi-Task, L.L.C.; DC Recovery Systems; MLU Services, Inc.; Smith Research Corporation; T-Mac, Inc.; TKTM, Inc.; and Del-Jen, Inc.

Who Is Sued (Who Are the Settling Defendants)? The Settlement includes the following manufacturers of the travel trailers: Clair, Inc.; Coachman Industries, Inc.; Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen Recreational Vehicles of Georgia, LLC; Cruiser RV, LLC; Damon Motor Coach; Doubletree RV, L.L.C.; DS Corp. a/k/a Crossroads RV, Inc.; Dutchmen Manufacturing, Inc.; Fairmont Homes, Inc.; Forest River, Inc.; Four Winds International Corporation; Frontier RV, Inc.; Frontier RV Georgia, L.L.C.; Gulf Stream Coach, Inc.; Heartland Recreational Vehicles, LLC; Homette Corporation; Hy-Line Enterprises, Inc. n/k/a FRH, Inc.; Jayco, Inc.; Jayco Enterprises, Inc.; Keystone RV Company; Komfort Corp.; KZR-V, LP; Layton-Homes Corp.; K-Vision, Inc.; Monaco Coach Corporation; Pilgrim International, Inc.; Play-Mor Trailers, Inc.; Recreation By-Design, LLC; Skyline Corporation, Inc.; Skyline Homes, Inc.; Slacraft RV, Inc.; Sunbay R.V., L.L.C.; and Sunray Investments, L.L.C.; Thor Industries, Inc.; Thor California, Inc.; Timberland RV Company, Inc. a/k/a Adventure Manufacturing, L.L.C.

www.femaformaldehydelitigation.com

1-800-728-1628

1-800-728-1628

www.femaformaldehydelitigation.com

MANUFACTURERS SETTLEMENT LEGAL NOTICE

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and manufactured by one of the below-listed Manufacturers following Hurricanes Katrina or Rita?

A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.

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

A class settlement has been proposed to resolve hundreds of lawsuits about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

WHAT DOES THIS SETTLEMENT PROVIDE?

The settlement with the above manufacturers, in the total amount of \$37,468,574.16, provides money to people who claim to have suffered symptoms or injuries from exposure to formaldehyde in the Travel Trailers and Park Model Trailers manufactured by the Manufacturers listed above. The amount of money will be determined by a Class Benefit Formula approved by the Court, after the deduction of fees from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

Who's included?

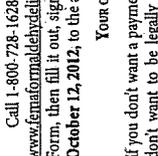
If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been manufactured by a Manufacturer listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.

Who Is Sued (Who Are The Settling Defendants)? The Settlement includes the following manufacturers of the travel trailers:

- Chair, Inc.; Coachman Industries, Inc., Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen



Manufactured Home



Travel Trailer or Park Model Trailer

CONTRACTORS SETTLEMENT LEGAL NOTICE

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and installed, maintained or refurbished by one of the below-listed Contractors following Hurricanes Katrina or Rita?

A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.

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

A class settlement has been proposed to resolve hundreds of claims about travel trailers and park model trailers provided to people in Alabama, Mississippi, Louisiana, and Texas following Hurricanes Katrina and/or Rita. The settlement will pay money to those who claim to have been exposed to formaldehyde in such trailers.

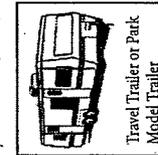
The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made. The people included in the settlement class may submit Claim Forms to request a payment, exclude themselves from the settlement, object to the settlement, or ask to speak at the hearing. Get a detailed notice by calling toll free the number below, or by visiting the website below.

Who's included?

If you claim to have suffered symptoms or injuries from exposure to formaldehyde from a Travel Trailer or Park Model Trailer provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, your Travel Trailer or Park Model Trailer must have been installed, maintained or refurbished by a contractor listed below. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer, or the vehicle identification number, which will identify the manufacturer. If you claim exposure to formaldehyde in a Manufactured Home, and not a Travel Trailer, you are not included in the Settlement.



Manufactured Home



Travel Trailer or Park Model Trailer

How do you ask for a payment?

Call 1-800-728-1628 or go to www.femaldehyde litigation.com for a Claim Form, then fill it out, sign it, and mail it post-marked by October 12, 2012, to the address on the form.

Your other options.

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by August 17, 2012 or you won't be able to sue, or continue to sue, the Defendants about the claims in this case.

If you ask to be excluded, you can't get a payment from this settlement. If you stay in the settlement, you may object to it by August 31, 2012. The detailed written notice available on the website below, or by calling the number below, explains how to exclude yourself or object.

Who Is Sued (Who Are The Settling Defendants)? The Settlement includes the following installers, maintenance providers and refurbishers of the travel trailers:

- Chair, Inc.; Coachman Industries, Inc., Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.; Coachmen

# PRESS-REGISTER

## LEGAL AFFIDAVIT

Account Number: 1135021

Name: P & N CONSULTING

Period Ending: 7/8/12-7/12/12

Sales Rep: LAUREN HART

Questions Please Call: (251) 219-5433

P & N CONSULTING  
8550 UNITED PLAZA BLVD., SUITE 1001  
BATON ROUGE, LA 70809

Press-Register  
P. O. Box 905924  
Charlotte, NC 28290-5924

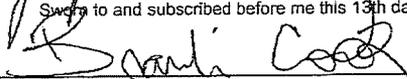
START DATE	END DATE	AD NUMBER	P.O. NUMBER/ DESCRIPTION	SAU SIZE	BILLED UNITS	TIMES RUN	AMOUNT
7/8/2012	7/12/2012	1876205 & 1876208	Manufacturers Settlement Legal Notice Contractors Settlement Legal Notice	3.00 x 7.00	21	2	\$4,927.44

Joyce Presnell being sworn, says that she is bookkeeper of Press-Register which publishes a daily newspaper in the City and County of Mobile, State of Alabama: and attached notice appeared in the issue of

PRESS-REGISTER



Sworn to and subscribed before me this 13<sup>th</sup> day of July



NOTARY PUBLIC

FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL MECIA CARLSON AT (251) 219-5418. YOU CAN PLACE A LEGAL NOTICE BY EMAIL OR FAX: [MSLEGAL@PRESS-REGISTER.COM](mailto:MSLEGAL@PRESS-REGISTER.COM) OR FAX# (251) 219-5037

WE APPRECIATE YOUR BUSINESS  
PRESS REGISTER P. O. BOX 2488, MOBILE, ALABAMA 36652  
FOR BILLING INQUIRIES - CALL (251) 219-5413 OR (251) 219-5433



# **EXHIBIT 4**

**Dustin Mire**

---

**From:** Dan Balhoff [balhoff@pabmb.com]  
**Sent:** Friday, July 20, 2012 6:16 PM  
**To:** Dustin Mire  
**Cc:** Justin Woods; rjohnson@joneswalker.com; dkurtz@bakerdonelson.com; Randi Ellis; Paimer Lambert; Wayne Henderson; Cody Passman; Joshua Dicharry  
**Subject:** Re: FEMA Affidavits of Publication

I believe we should go with Dustin's suggestion.

Sent from my iPhone

On Jul 20, 2012, at 6:10 PM, "Dustin Mire" <[dmire@pncca.com](mailto:dmire@pncca.com)> wrote:

All,

See email below from the account representative at The Sun Herald in Biloxi. It appears that the newspaper notifications were not released for publication for some unexplained reason.

We have reached out to them to express our disappointment and ask that they provide the soonest possible run dates for the ads (hopefully this coming Tuesday and Sunday to remain somewhat consistent). We have also asked that they provide a suggestion as to how they will remedy the situation. *Please let us know if you have any objections to running the notices this coming week on a weekday (closest to Tuesday) and Sunday.*

Let me know if you have any questions.

**Dustin Mire**

Postlethwaite & Netterville, APAC  
8550 United Plaza Blvd., Suite 1001  
Baton Rouge, LA 70809  
Direct Dial: 225.663.1209  
Email: [dmire@pncca.com](mailto:dmire@pncca.com)

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**From:** Cody Passman  
**Sent:** Friday, July 20, 2012 11:44 AM  
**To:** Dustin Mire  
**Subject:** FW: FEMA Affidavits of Publication

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**From:** [claux@sunherald.com](mailto:claux@sunherald.com) [<mailto:claux@sunherald.com>] **On Behalf Of** Sun Herald Legals, BLX  
**Sent:** Friday, July 20, 2012 11:39 AM  
**To:** Cody Passman  
**Subject:** Re: FEMA Affidavits of Publication

Cody,

I am sorry but your ad was not released for publication. I have no explanation at this moment as to what happened, I am looking into it and will get back to you as soon as possible.  
Thank you,

On Fri, Jul 20, 2012 at 9:55 AM, Cody Passman <[cpassman@pncca.com](mailto:cpassman@pncca.com)> wrote:

Crista,

My records indicate we have not received an affidavit of publication from you. Can you send me affidavits for both notices on both run dates?

Thank you,

**Cody Passman**

<image001.gif>

8550 United Plaza Blvd., Suite 1001 ▪ Baton Rouge, LA 70809

Main 225.922.4600 ▪ Direct 225.408.4475 ▪ Fax 225.922.4611

Email: [cpassman@pn CPA.com](mailto:cpassman@pn CPA.com)

Website: [www.pn CPA.com](http://www.pn CPA.com)

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Pursuant to IRS Circular 230 and IRS regulations we inform you that any federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties imposed under the Internal Revenue Code.  
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Email Encryption

Confidentiality is a hallmark of the accounting profession and it is of the utmost importance to our client relationships. At P&N, we are committed to keeping your data confidential which is why we use email encryption software. This software inspects all outbound emails from our firm. Emails that contain attachments will require you to enter a password to download the file. This ensures that your confidential data cannot be read by anyone other than the intended recipient.

Emails with attachments will include a link to a secure web server. Click on the link to download the attachment. The first time you receive a secure email from the firm you will be required to setup a password. This will be your password to access future attachments. For our clients and others, there will be a small step to

download the encrypted files; however, we believe the added confidentiality benefits far outweigh the few seconds that are required to access the attachment.

If you have questions regarding this new process or if you forget your password, please contact [helpdesk@pncpa.com](mailto:helpdesk@pncpa.com) or call 225.922.4600.

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**Crista Laux**

Legal Clerk



P.O. Box 4567, Biloxi, MS 39535

Tel. 228-896-2439

Fax 228-896-2362

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Pursuant to IRS Circular 230 and IRS regulations we inform you that any federal tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties imposed under the Internal Revenue Code.

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Email Encryption

Confidentiality is a hallmark of the accounting profession and it is of the utmost importance to our client relationships. At P&N, we are committed to keeping your data confidential which is why we use email encryption software. This software inspects all outbound emails from our firm. Emails that contain attachments will require you to enter a password to download the file. This ensures that your confidential data cannot be read by anyone other than the intended recipient.

Emails with attachments will include a link to a secure web server. Click on the link to download the attachment. The first time you receive a secure email from the firm you will be required to setup a password. This will be your password to access future attachments. For our clients and others, there will be a small step to download the encrypted files; however, we believe the added confidentiality benefits far outweigh the few seconds that are required to access the attachment.

If you have questions regarding this new process or if you forget your password, please contact [helpdesk@pncpa.com](mailto:helpdesk@pncpa.com) or call 225.922.4600.

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

**THE SUN HERALD**  
South Mississippi's  
Newspaper

PAYING AGENT  
THE MCCLATCHY COMPANY  
P.O. BOX 530698  
LIVONIA, MI 48153-0698  
Tel: 305-740-4222

CHECK NO. 1001056195  
AUGUST 06, 2012  
84-1278/814

VOID AFTER 120 DAYS

\*\*\*\*\*901.50\*\*\*\*

PAY EXACTLY \*\*NINE HUNDRED ONE AND 50/100 DOLLARS\*\*

PAY TO THE ORDER OF P & N CONSULTING

Bank of America, N.A.  
Atlanta Dekalb County, Georgia

*R. Blum*  
*P. N. Consulting*

AUTHORIZED SIGNATURE AS AGENT

⑈ 1001056195⑈ ⑆ 06112788⑆ 3359004440⑈

**EXHIBIT  
A, Part 3**

# **EXHIBIT 5**

**PUBLIC SERVICE ANNOUNCEMENT TO BE BROADCAST ON RADIO STATIONS AIRING IN THE STATES WHERE FEMA PROVIDED TRAVEL TRAILERS and PARK MODEL TRAILERS AFTER HURRICANES KATRINA AND RITA.**

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by FEMA following Hurricanes Katrina and/or Rita? If so, then this public service announcement may apply to you.

Lawsuits have been brought on behalf of the persons who claim formaldehyde exposure in these Travel Trailers and Park Model trailers. A class settlement has been proposed to provide money for those who claim symptoms and injuries as a result of formaldehyde exposure.

If you think you may be a Class Member, call 1-800-728-1628 for a Claim Form, the Class Notice Package, or more information, or visit [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com). You must submit a Claim Form and all Claim Forms must be postmarked by October 12, 2012 for a Class Member to receive money. You also have the right to exclude yourself from the settlement, but must do so by August 17, 2012. If you do not exclude yourself, the settlement and its release will be binding on you. You may also object to the settlement or ask to appear in person or by counsel before the Court, but you must ask to do so by August 31, 2012.

This announcement has been approved and ordered by the United States District Court Judge Kurt Engelhardt.

**Cody Passman**

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**From:** GUNKEL, DAMON [DAMONGUNKEL@clearchannel.com]  
**Sent:** Monday, June 25, 2012 3:24 PM  
**To:** Cody Passman  
**Subject:** RE: Clear Channel Price Quotes

Hi Cody,  
Please make the check out to KATZ Media Group. Please send the check for \$18,119.45 Net to:  
KATZ Media Group  
Attn: Michael Denson  
125 55th St.  
New York, NY 10019

Please let me know if you need anything else at this point. Please forward the spot or script so we can start on Tuesday 7/3.  
Thanks!

**Damon Gunkel** | Vice President | National Sales | Clear Channel Media + Entertainment  
☎ 404.365.3093 | F: 917.206.9075  
✉ 3495 Piedmont Road 12 Piedmont Center Suite 300 | Atlanta | GA | 30305



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**From:** Cody Passman [mailto:cpassman@pncpa.com]  
**Sent:** Monday, June 25, 2012 11:16 AM  
**To:** GUNKEL, DAMON  
**Subject:** RE: Clear Channel Price Quotes

Damon,

Quick question...Who do we make the check out to? I left you a voicemail but if you receive this before then just disregard the voicemail.

Thanks,

Cody

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**From:** GUNKEL, DAMON [mailto:DAMONGUNKEL@clearchannel.com]  
**Sent:** Friday, June 22, 2012 5:18 PM  
**To:** Cody Passman  
**Subject:** RE: Clear Channel Price Quotes

Sounds good! You too!

**Damon Gunkel** | Vice President | National Sales | Clear Channel Media + Entertainment  
☎ 404.365.3093 | F: 917.206.9075  
✉ 3495 Piedmont Road 12 Piedmont Center Suite 300 | Atlanta | GA | 30305



# Inventory OK but subject to change

Flight Date: 07/03/12 - 07/08/12

Target Demo: Adults 21+

Multi-Market Summary					
Market	Total Spots	Total Cost	Reach	Rch %	Freq
Baton Rouge	72	\$2,815	116,608	23.5	2.3
Biloxi-Gulfport	54	\$1,105	53,501	20.5	2.5
Houston-Galveston	24	\$5,352	365,639	8.6	1.2
Mobile	72	\$3,200	106,214	24.7	2.6
New Orleans	90	\$8,845	355,427	34.8	3.1
Schedule Total	312	\$21,317	997,389	15.4	2.2

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# Current Inventory is OK but subject to change

Survey: Baton Rouge WI12 MSA ARB

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<b>KRVE-FM (Adult Contemporary)</b>								
Tu-F 6a-10a*	4	4	\$55	60	\$61.11	2.4	1.5	\$220
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$50	60	\$45.45	2.8	1.5	\$200
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$50	60	\$55.56	2.4	1.4	\$200
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$15	60	\$25.00	1.3	1.3	\$45
Su 9a-4p*	3	3	\$10	60	\$33.33	0.7	1.3	\$30
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$39</b>		<b>\$48.60</b>	<b>6.0</b>	<b>2.3</b>	<b>\$695</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$39</b>		<b>\$48.60</b>	<b>6.0</b>	<b>2.3</b>	<b>\$695</b>
<b>WFME-FM (Contemporary Hit Radio)</b>								
Tu-F 6a-10a*	4	4	\$60	60	\$50.00	3.4	1.4	\$240
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$50	60	\$62.50	2.4	1.3	\$200
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$55	60	\$55.00	3.1	1.3	\$220
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$25	60	\$35.71	1.8	1.2	\$75
Su 9a-4p*	3	3	\$15	60	\$30.00	1.1	1.3	\$45
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$43</b>		<b>\$50.00</b>	<b>8.2</b>	<b>1.9</b>	<b>\$780</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$43</b>		<b>\$50.00</b>	<b>8.2</b>	<b>1.9</b>	<b>\$780</b>
<b>WJBO-AM (News/Talk)</b>								
Tu-F 6a-10a*	4	4	\$50	60	\$71.43	1.8	1.5	\$200
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$50	60	\$45.45	2.6	1.7	\$200
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$50	60	\$71.43	1.9	1.5	\$200
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$5	60	\$25.00	0.6	1.2	\$15
Su 9a-4p*	3	3	\$5	60	\$50.00	0.3	1.4	\$15
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$35</b>		<b>\$57.80</b>	<b>4.5</b>	<b>2.4</b>	<b>\$630</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$35</b>		<b>\$57.80</b>	<b>4.5</b>	<b>2.4</b>	<b>\$630</b>
<b>WYNK-FM (Country)</b>								
Tu-F 6a-10a*	4	4	\$50	60	\$62.50	2.5	1.3	\$200
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$50	60	\$62.50	2.3	1.5	\$200
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$55	60	\$61.11	2.8	1.3	\$220
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$15	60	\$18.75	1.8	1.3	\$45

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# Current Inventory is OK but subject to change

Survey: Baton Rouge WI12 MSA ARB

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<i>WYNK-FM Continue...</i>								
Su 9a-4p*	3	3	\$15	60	\$30.00	1.2	1.3	\$45
07/03/12-07/08/12 (1Wk)	18	18	\$39		\$51.08	7.1	2.0	\$710
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$39</b>		<b>\$51.08</b>	<b>7.1</b>	<b>2.0</b>	<b>\$710</b>
<b>Grand Total</b>	<b>72</b>	<b>72</b>	<b>\$39</b>		<b>\$51.46</b>	<b>23.5</b>	<b>2.3</b>	<b>\$2,815</b>

Station Summary								
Station	Spt / Wk	Rch %	Reach	Freq	Total Spots	CPP (\$ .00)	GIMP	Total Cost
KRVE-FM	18	6.0	29,800	2.3	18	\$48.60	69,000	\$695
WFME-FM	18	8.2	40,500	1.9	18	\$50.00	78,800	\$780
WJBO-AM	18	4.5	22,400	2.4	18	\$57.80	54,500	\$630
WYNK-FM	18	7.1	35,400	2.0	18	\$51.08	70,800	\$710
<b>Grand Total</b>	<b>72</b>	<b>23.5</b>	<b>116,608</b>	<b>2.3</b>	<b>72</b>	<b>\$51.46</b>	<b>273,100</b>	<b>\$2,815</b>

Multi-week cumes derived from Arbitron Cume SlideRule.

Beginning with the Arbitron WI06 survey, stations that simulcast 100% throughout the survey period are reported only under the call letters of the primary station of the simulcast partnership.

Format, Owner, Power and Rep information provided by third parties.

Nondiscrimination –Paragraphs 49 and 50 of the United States Federal Communications Commission's Report and Order No. 07-217 provides that broadcast stations' advertising contracts will not discriminate on the basis of race or ethnicity, and must contain nondiscrimination clauses. Consistent with this order, Katz Communications, Inc. (including any subsidiary or division of Katz) does not discriminate in any broadcast advertising contract on the basis of race or ethnicity and evaluates, negotiates and completes its broadcast advertising contracts without regard to race or ethnicity.

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# Current Inventory is OK but subject to change

Survey: Biloxi-Gulfport FA11 MSA ARB

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<b>WBUV-FM (News/Talk)</b>								
Tu-F 6a-10a*	4	4	\$25	60	\$22.73	2.8	1.6	\$100
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$25	60	\$13.89	4.2	1.8	\$100
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$25	60	\$25.00	2.8	1.5	\$100
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$10	60	\$20.00	1.1	1.4	\$30
Su 9a-4p*	3	3	\$5	60	\$16.67	0.7	1.4	\$15
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$19</b>		<b>\$19.17</b>	<b>6.9</b>	<b>2.7</b>	<b>\$345</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$19</b>		<b>\$19.17</b>	<b>6.9</b>	<b>2.7</b>	<b>\$345</b>
<b>WKNN-FM (Country)</b>								
Tu-F 6a-10a*	4	4	\$25	60	\$25.00	2.9	1.4	\$100
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$25	60	\$27.78	2.7	1.4	\$100
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$25	60	\$25.00	2.9	1.3	\$100
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$10	60	\$9.09	2.6	1.3	\$30
Su 9a-4p*	3	3	\$5	60	\$7.14	1.6	1.3	\$15
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$19</b>		<b>\$20.29</b>	<b>8.0</b>	<b>2.1</b>	<b>\$345</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$19</b>		<b>\$20.29</b>	<b>8.0</b>	<b>2.1</b>	<b>\$345</b>
<b>WMJY-FM (Adult Contemporary)</b>								
Tu-F 6a-10a*	4	4	\$30	60	\$37.50	2.3	1.4	\$120
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$30	60	\$27.27	2.9	1.5	\$120
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$25	60	\$31.25	2.4	1.4	\$100
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$15	60	\$15.00	2.2	1.3	\$45
Su 9a-4p*	3	3	\$10	60	\$12.50	1.6	1.4	\$30
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$23</b>		<b>\$25.62</b>	<b>7.1</b>	<b>2.3</b>	<b>\$415</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$23</b>		<b>\$25.62</b>	<b>7.1</b>	<b>2.3</b>	<b>\$415</b>
<b>Grand Total</b>	<b>54</b>	<b>54</b>	<b>\$20</b>		<b>\$21.58</b>	<b>20.5</b>	<b>2.5</b>	<b>\$1,105</b>

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# Current Inventory is OK but subject to change

Survey: Biloxi-Gulfport FA11 MSA ARB

Target Demo: Adults 21+

Station Summary								
Station	Spt / Wk	Rch %	Reach	Freq	Total Spots	CPP (\$ .00)	GIMP	Total Cost
WBUV-FM	18	6.9	18,100	2.7	18	\$19.17	48,300	\$345
WKNN-FM	18	8.0	21,000	2.1	18	\$20.29	44,800	\$345
WMJY-FM	18	7.1	18,600	2.3	18	\$25.62	42,700	\$415
<b>Grand Total</b>	<b>54</b>	<b>20.5</b>	<b>53,501</b>	<b>2.5</b>	<b>54</b>	<b>\$21.58</b>	<b>135,800</b>	<b>\$1,105</b>

Multi-week cumes derived from Arbitron Cume SlideRule.

Beginning with the Arbitron W106 survey, stations that simulcast 100% throughout the survey period are reported only under the call letters of the primary station of the simulcast partnership.

Format, Owner, Power and Rep information provided by third parties.

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# Current Inventory is OK but subject to change

Survey: Houston-Galveston 3BK Mar12-May12 MSA ARB PPM

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<b>KKRW-FM (Classic Rock)</b>								
Tu-F 6a-10a*	2	2	\$200	60	\$666.67	0.6	1.1	\$400
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	2	2	\$160	60	\$320.00	0.9	1.1	\$320
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	1	1	\$300	60	\$750.00	0.4	1.0	\$300
one spot per day; Request 4p-6p								
Sa 8a-6p*	1	1	\$100	60	\$250.00	0.4	1.0	\$100
<b>07/03/12-07/08/12 (1Wk)</b>	<b>6</b>	<b>6</b>	<b>\$187</b>		<b>\$466.67</b>	<b>2.0</b>	<b>1.2</b>	<b>\$1,120</b>
<b>Total</b>	<b>6</b>	<b>6</b>	<b>\$187</b>		<b>\$466.67</b>	<b>2.0</b>	<b>1.2</b>	<b>\$1,120</b>
<b>KODA-FM (Adult Contemporary)</b>								
Tu-F 6a-10a*	1	1	\$475	60	\$791.67	0.6	1.0	\$475
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	2	2	\$500	60	\$454.55	2.1	1.0	\$1,000
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	1	1	\$500	60	\$555.56	0.9	1.0	\$500
one spot per day; Request 4p-6p								
Sa 8a-6p*	1	1	\$150	60	\$187.50	0.8	1.0	\$150
Su 9a-4p*	1	1	\$100	60	\$200.00	0.5	1.0	\$100
<b>07/03/12-07/08/12 (1Wk)</b>	<b>6</b>	<b>6</b>	<b>\$371</b>		<b>\$445.00</b>	<b>4.4</b>	<b>1.1</b>	<b>\$2,225</b>
<b>Total</b>	<b>6</b>	<b>6</b>	<b>\$371</b>		<b>\$445.00</b>	<b>4.4</b>	<b>1.1</b>	<b>\$2,225</b>
<b>KPRC-AM (Talk)</b>								
Tu-F 6a-10a*	1	1	\$70	60	\$700.00	0.1	1.0	\$70
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	2	2	\$50	60	\$500.00	0.2	1.1	\$100
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	1	1	\$92	60	\$460.00	0.2	1.0	\$92
one spot per day; Request 4p-6p								
Sa 8a-6p*	1	1	\$35	60	\$0.00	0.0	1.0	\$35
Su 9a-4p*	1	1	\$15	60	\$0.00	0.0	1.0	\$15
<b>07/03/12-07/08/12 (1Wk)</b>	<b>6</b>	<b>6</b>	<b>\$52</b>		<b>\$624.00</b>	<b>0.5</b>	<b>1.2</b>	<b>\$312</b>
<b>Total</b>	<b>6</b>	<b>6</b>	<b>\$52</b>		<b>\$624.00</b>	<b>0.5</b>	<b>1.2</b>	<b>\$312</b>
<b>KTRH-AM (News)</b>								
Tu-F 6a-10a*	1	1	\$385	60	\$962.50	0.4	1.0	\$385
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	2	2	\$410	60	\$683.33	1.1	1.1	\$820
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	1	1	\$350	60	\$700.00	0.5	1.0	\$350
one spot per day; Request 4p-6p								
Su 9a-4p*	2	2	\$70	60	\$350.00	0.3	1.1	\$140
<b>07/03/12-07/08/12 (1Wk)</b>	<b>6</b>	<b>6</b>	<b>\$283</b>		<b>\$678.00</b>	<b>1.9</b>	<b>1.3</b>	<b>\$1,695</b>

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# Current Inventory is OK but subject to change

Survey: Houston-Galveston 3BK Mar12-May12 MSA ARB PPM

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<i>KTRH-AM Continue...</i>								
<b>Total</b>	6	6	\$283		\$678.00	1.9	1.3	\$1,695
<b>Grand Total</b>	24	24	\$223		\$514.62	8.6	1.2	\$5,352

Station Summary								
Station	Spt / Wk	Rch %	Reach	Freq	Total Spots	CPP (\$ .00)	GIMP	Total Cost
KKRW-FM	6	2.0	86,900	1.2	6	\$466.67	106,000	\$1,120
KODA-FM	6	4.4	189,600	1.1	6	\$445.00	216,800	\$2,225
KPRC-AM	6	0.5	19,300	1.2	6	\$624.00	22,500	\$312
KTRH-AM	6	1.9	81,600	1.3	6	\$678.00	103,300	\$1,695
<b>Grand Total</b>	24	8.6	365,639	1.2	24	\$514.62	448,600	\$5,352

The PPM ratings are based on audience estimates and are the opinion of Arbitron and should not be relied on for precise accuracy or precise representativeness of a demographic or radio market.

Multi-week cumes derived from Arbitron Cume SlideRule.

Cume inconsistencies detected in the PPM data were corrected during survey installation for: Houston-Galveston 3BK Mar12-May12 MSA ARB PPM: KKRW-FM KODA-FM KPRC-AM KTRH-AM

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# Current Inventory is OK but subject to change

Survey: Mobile W112 MSA ARB

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<b>WKSJ-FM (Country)</b>								
Tu-F 6a-10a*	3	3	\$100	60	\$76.92	3.2	1.2	\$300
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$65	60	\$43.33	4.1	1.4	\$260
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$75	60	\$53.57	4.2	1.4	\$300
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$50	60	\$35.71	3.1	1.3	\$150
Su 9a-4p*	4	4	\$60	60	\$85.71	2.0	1.3	\$240
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$69</b>		<b>\$55.56</b>	<b>10.0</b>	<b>2.2</b>	<b>\$1,250</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$69</b>		<b>\$55.56</b>	<b>10.0</b>	<b>2.2</b>	<b>\$1,250</b>
<b>WMXC-FM (Adult Contemporary)</b>								
Tu-F 6a-10a*	4	4	\$60	60	\$66.67	2.6	1.4	\$240
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$50	60	\$45.45	3.0	1.5	\$200
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$50	60	\$55.56	2.7	1.4	\$200
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$25	60	\$20.83	2.6	1.4	\$75
Su 9a-4p*	3	3	\$20	60	\$28.57	1.6	1.3	\$60
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$43</b>		<b>\$44.80</b>	<b>7.6</b>	<b>2.3</b>	<b>\$775</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$43</b>		<b>\$44.80</b>	<b>7.6</b>	<b>2.3</b>	<b>\$775</b>
<b>WNTM-AM (News/Talk)</b>								
Tu-F 6a-10a*	4	4	\$20	60	\$40.00	1.3	1.6	\$80
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	5	5	\$20	60	\$25.00	2.2	1.9	\$100
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	5	5	\$20	60	\$100.00	0.7	1.5	\$100
one spot per day; Request 4p-6p								
Sa 8a-6p*	2	2	\$5	60	\$25.00	0.4	1.2	\$10
Su 9a-4p*	2	2	\$5	60	\$50.00	0.2	1.3	\$10
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$17</b>		<b>\$39.47</b>	<b>3.1</b>	<b>2.6</b>	<b>\$300</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$17</b>		<b>\$39.47</b>	<b>3.1</b>	<b>2.6</b>	<b>\$300</b>
<b>WRKH-FM (Classic Rock)</b>								
Tu-F 6a-10a*	4	4	\$65	60	\$65.00	2.5	1.6	\$260
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$60	60	\$54.55	2.9	1.5	\$240
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$60	60	\$85.71	2.1	1.4	\$240
one spot per day; Request 4p-6p								
Sa 8a-6p*	3	3	\$25	60	\$35.71	1.6	1.3	\$75

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# Current Inventory is OK but subject to change

Survey: Mobile WI12 MSA ARB

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<i>WRKH-FM Continue...</i>								
Su 9a-4p*	3	3	\$20	60	\$28.57	1.4	1.4	\$60
07/03/12-07/08/12 (1Wk)	18	18	\$49		\$56.82	6.6	2.3	\$875
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$49</b>		<b>\$56.82</b>	<b>6.6</b>	<b>2.3</b>	<b>\$875</b>
<b>Grand Total</b>	<b>72</b>	<b>72</b>	<b>\$44</b>		<b>\$50.96</b>	<b>24.7</b>	<b>2.6</b>	<b>\$3,200</b>

Station Summary								
Station	Spt / Wk	Rch %	Reach	Freq	Total Spots	CPP (\$ .00)	GIMP	Total Cost
WKSJ-FM	18	10.0	43,200	2.2	18	\$55.56	96,300	\$1,250
WMXC-FM	18	7.6	32,700	2.3	18	\$44.80	76,500	\$775
WNTM-AM	18	3.1	13,500	2.6	18	\$39.47	34,500	\$300
WRKH-FM	18	6.6	28,500	2.3	18	\$56.82	65,100	\$875
<b>Grand Total</b>	<b>72</b>	<b>24.7</b>	<b>106,214</b>	<b>2.6</b>	<b>72</b>	<b>\$50.96</b>	<b>272,400</b>	<b>\$3,200</b>

Multi-week cumes derived from Arbitron Cume SlideRule.

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# Current Inventory is OK but subject to change

Survey: New Orleans W112 MSA ARB

Target Demo: Adults 21-

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<b>KVDU-FM (Adult Hits)</b>								
Tu-F 6a-10a*	3	3	\$45	60	\$150.00	0.8	1.2	\$135
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$45	60	\$150.00	1.0	1.3	\$180
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$45	60	\$112.50	1.2	1.2	\$180
one spot per day; Request 4p-6p								
Sa 8a-6p*	5	5	\$15	60	\$37.50	1.2	1.5	\$75
Su 9a-4p*	2	2	\$10	60	\$33.33	0.5	1.1	\$20
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$33</b>		<b>\$93.65</b>	<b>3.3</b>	<b>1.8</b>	<b>\$590</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$33</b>		<b>\$93.65</b>	<b>3.3</b>	<b>1.8</b>	<b>\$590</b>
<b>WNOE-FM (Country)</b>								
Tu-F 6a-10a*	3	3	\$160	60	\$106.67	3.4	1.4	\$480
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$160	60	\$88.89	4.5	1.5	\$640
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$160	60	\$114.29	4.0	1.4	\$640
one spot per day; Request 4p-6p								
Sa 8a-6p*	5	5	\$30	60	\$25.00	3.7	1.6	\$150
Su 9a-4p*	2	2	\$15	60	\$18.75	1.5	1.2	\$30
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$108</b>		<b>\$77.91</b>	<b>9.5</b>	<b>2.6</b>	<b>\$1,940</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$108</b>		<b>\$77.91</b>	<b>9.5</b>	<b>2.6</b>	<b>\$1,940</b>
<b>WQUE-FM (Urban Contemporary)</b>								
Tu-F 6a-10a*	4	4	\$200	60	\$100.00	5.0	1.6	\$800
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$200	60	\$153.85	3.4	1.5	\$800
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$200	60	\$133.33	4.1	1.4	\$800
one spot per day; Request 4p-6p								
Sa 8a-6p*	4	4	\$55	60	\$36.67	3.7	1.6	\$220
Su 9a-4p*	2	2	\$40	60	\$44.44	1.6	1.2	\$80
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$150</b>		<b>\$100.00</b>	<b>10.3</b>	<b>2.6</b>	<b>\$2,700</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$150</b>		<b>\$100.00</b>	<b>10.3</b>	<b>2.6</b>	<b>\$2,700</b>
<b>WRNO-FM (News/Talk)</b>								
Tu-F 6a-10a*	4	4	\$50	60	\$55.56	2.3	1.5	\$200
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$75	60	\$37.50	4.0	1.9	\$300
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	3	3	\$75	60	\$83.33	1.9	1.4	\$225
one spot per day; Request 4p-6p								
Sa 8a-6p*	4	4	\$15	60	\$30.00	1.3	1.7	\$60

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# Current Inventory is OK but subject to change

Survey: New Orleans WI12 MSA ARB

Target Demo: Adults 21+

Daypart	Spt / Wk	Total Spots	Spt \$	Len	CPP (\$ .00)	Rch %	Freq	Total Cost
<i>WRNO-FM Continue...</i>								
Su 9a-4p*	3	3	\$10	60	\$25.00	0.8	1.4	\$30
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$45</b>		<b>\$46.57</b>	<b>5.8</b>	<b>2.9</b>	<b>\$815</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$45</b>		<b>\$46.57</b>	<b>5.8</b>	<b>2.9</b>	<b>\$815</b>
<b>WYLD-FM (Urban AC)</b>								
Tu-F 6a-10a*	4	4	\$235	60	\$97.92	5.7	1.7	\$940
one spot per day; Request 6a-8a								
Tu-F 10a-3p*	4	4	\$200	60	\$105.26	5.2	1.5	\$800
one spot per day; Request 11a-1p								
Tu-F 3p-7p*	4	4	\$200	60	\$125.00	4.4	1.4	\$800
one spot per day; Request 4p-6p								
Sa 8a-6p*	4	4	\$50	60	\$27.78	4.6	1.5	\$200
Su 9a-4p*	2	2	\$30	60	\$18.75	2.6	1.2	\$60
<b>07/03/12-07/08/12 (1Wk)</b>	<b>18</b>	<b>18</b>	<b>\$156</b>		<b>\$82.35</b>	<b>12.2</b>	<b>2.8</b>	<b>\$2,800</b>
<b>Total</b>	<b>18</b>	<b>18</b>	<b>\$156</b>		<b>\$82.35</b>	<b>12.2</b>	<b>2.8</b>	<b>\$2,800</b>
<b>Grand Total</b>	<b>90</b>	<b>90</b>	<b>\$98</b>		<b>\$80.63</b>	<b>34.8</b>	<b>3.1</b>	<b>\$8,845</b>

## Station Summary

Station	Spt / Wk	Rch %	Reach	Freq	Total Spots	CPP (\$ .00)	GIMP	Total Cost
KVDU-FM	18	3.3	34,000	1.8	18	\$93.65	62,400	\$590
WNOE-FM	18	9.5	97,400	2.6	18	\$77.91	253,300	\$1,940
WQUE-FM	18	10.3	104,800	2.6	18	\$100.00	270,200	\$2,700
WRNO-FM	18	5.8	59,300	2.9	18	\$46.57	174,300	\$815
WYLD-FM	18	12.2	125,000	2.8	18	\$82.35	344,200	\$2,800
<b>Grand Total</b>	<b>90</b>	<b>34.8</b>	<b>355,427</b>	<b>3.1</b>	<b>90</b>	<b>\$80.63</b>	<b>1,104,400</b>	<b>\$8,845</b>

Multi-week cumes derived from Arbitron Cume SlideRule.

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# Station Ranker

<b>Quan. Survey:</b> New Orleans WI12 MSA ARB	<b>Population:</b> 1,021,500
<b>Daypart:</b> M-Su 6a-12m	<b>Demo:</b> Adults 21+

All Stations, Ranked On AQH Rtg							
Rnk	Station	AQH Rtg	AQH	Cume (00)	Station Format	Owner	Dial Position
1	WYLD-FM	1.7	16,900	1,987	Urban AC	Clear Channel Communications	98.5
2	WQUE-FM	1.3	12,800	1,742	Urban Contemporary	Clear Channel Communications	93.3
3T	WLMG-FM	1.1	10,900	1,719	Adult Contemporary	Entercom	101.9
3T	WWL -AM	1.1	11,700	2,121	News/Talk	Entercom	870
3T	WNOE-FM	1.1	10,800	1,661	Country	Clear Channel Communications	101.1
6T	WKBU-FM	0.8	7,800	1,358	Classic Rock	Entercom	95.7
6T	WRNO-FM	0.8	8,100	954	News/Talk	Clear Channel Communications	99.5
8	KMEZ-FM	0.7	7,100	963	Urban AC	Cumulus	106.7
9	WEZB-FM	0.6	6,600	1,614	Contemporary Hit Radio	Entercom	97.1
10	KKND-FM	0.5	4,600	922	Rhythmic CHR	Cumulus	102.9
11T	WPRF-FM	0.3	2,900	375	Urban Inspirational	Dowdy Broadcasting Group	94.9
11T	WTIX-FM	0.3	3,000	755	Oldies	GHB Broadcasting	94.3
11T	KVDU-FM	0.3	2,700	868	Adult Hits	Clear Channel Communications	104.1
11T	WRKN-FM	0.3	3,100	735	Altern/Modern Rock	Cumulus	92.3
15T	WYLD-AM	0.2	1,800	375	Gospel	Clear Channel Communications	940
15T	WBOK-AM	0.2	1,800	307	Black	Bakewell Media, LLC	1230
17T	WFMF-FM	0.1	600	244	Contemporary Hit Radio	Clear Channel Communications	102.5
17T	WIST-AM	0.1	1,200	162	Sports	GHB Broadcasting	690
17T	KLRZ-FM	0.1	1,000	183	Ethnic-Other	Coastal Broadcasting Of Larose,	100.3
17T	WCDV-FM	0.1	600	248	Adult Hits	Cumulus	103.3
17T	WMTI-FM	0.1	900	238	Sports	Cumulus	106.1
17T	WWWL-AM	0.1	1,200	303	Sports	Entercom	1350
17T	WCPR-FM	0.1	600	77	Altern/Modern Rock	Triad Broadcasting	97.9
17T	KXOR-FM	0.1	900	86			0
17T	WYNK-FM	0.1	1,500	253	Country	Clear Channel Communications	101.5
17T	WZKX-FM	0.1	1,100	233	Country	Dowdy Broadcasting Group	107.9
27	KCIL-FM	0.0	500	129			0

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# Multi Daypart Ranker

Top 11

New Orleans WI12 MSA ARB

Adults 21+

Rnk	Station	AQH Rtg	AQH	Cume	Rnk	Station	AQH Rtg	AQH	Cume	Rnk	Station	AQH Rtg	AQH	Cume
<b>M-F 6a-7p</b>					<b>M-F 6a-10a</b>					<b>M-F 10a-3p</b>				
1	WYLD-FM	2.0	20,000	175,300	1	WYLD-FM	2.4	24,600	109,100	1	WRNO-FM	2.0	20,000	67,000
2	WWL-AM	1.7	17,600	187,000	2	WQUE-FM	2.0	20,000	107,000	2	WYLD-FM	1.9	19,300	121,000
3	WNOE-FM	1.6	16,100	149,400	3	WWL-AM	1.9	19,500	116,800	3	WLMG-FM	1.9	19,100	101,700
4	WLMG-FM	1.6	16,000	147,000	4	WKBU-FM	1.8	18,800	84,500	4	WNOE-FM	1.8	17,900	101,900
5	WQUE-FM	1.5	15,700	161,000	5	WNOE-FM	1.5	15,600	89,600	5	WWL-AM	1.6	16,100	103,900
6	WRNO-FM	1.3	13,100	87,800	6	WLMG-FM	1.4	14,000	85,900	6	WQUE-FM	1.3	13,000	87,500
7	WKBU-FM	1.2	12,300	121,900	7	WEZB-FM	1.1	11,100	86,100	7	KMEZ-FM	1.0	10,400	52,100
8	WEZB-FM	0.9	9,700	142,200	8	WRNO-FM	0.9	8,800	50,700	8	WKBU-FM	1.0	9,900	62,600
9	KMEZ-FM	0.9	8,700	75,500	9T	KKND-FM	0.6	5,700	44,400	9	WEZB-FM	0.8	7,900	76,500
10	KKND-FM	0.5	5,300	77,400	9T	KMEZ-FM	0.6	5,700	38,800	10	WTIX-FM	0.5	5,200	44,300
11	WRKN-FM	0.4	4,300	64,300	11	WPRF-FM	0.4	4,000	22,300	11	KKND-FM	0.5	4,900	47,000
<b>M-F 3p-7p</b>					<b>M-F 7p-12m</b>					<b>Sa 6a-7p</b>				
1	WWL-AM	1.7	17,700	126,900	1	WYLD-FM	1.2	12,400	74,600	1	WYLD-FM	1.7	17,500	93,800
2	WYLD-FM	1.6	16,200	111,400	2	WQUE-FM	0.8	8,600	65,900	2	WQUE-FM	1.4	13,900	76,500
3	WQUE-FM	1.5	14,900	108,200	3	KMEZ-FM	0.4	4,500	32,000	3	WNOE-FM	1.0	10,600	72,900
4	WNOE-FM	1.4	14,300	107,400	4	WLMG-FM	0.4	4,000	45,600	4T	WWL-AM	0.9	8,900	69,500
5	WLMG-FM	1.4	14,000	97,900	5	WWL-AM	0.4	3,800	47,700	4T	WLMG-FM	0.9	8,900	62,900
6	WEZB-FM	1.0	10,600	102,400	6	WNOE-FM	0.3	2,600	42,700	6T	WKBU-FM	0.6	6,500	41,800
7	KMEZ-FM	0.9	9,500	53,100	7	WRNO-FM	0.2	2,500	25,300	6T	KMEZ-FM	0.6	6,500	38,300
8	WRNO-FM	0.9	8,700	52,900	8	KKND-FM	0.2	2,200	25,200	8T	KKND-FM	0.5	4,900	33,400
9	WKBU-FM	0.8	8,600	67,800	9	WEZB-FM	0.2	2,100	31,800	8T	WEZB-FM	0.5	4,900	49,300
10	KKND-FM	0.5	5,600	45,600	10T	WBOK-AM	0.1	1,300	8,300	10	WRNO-FM	0.4	4,400	26,300
11	WRKN-FM	0.5	5,400	45,300	10T	KVDU-FM	0.1	1,300	21,800	11	WPRF-FM	0.3	3,400	17,500
<b>Su 6a-7p</b>														
1	WYLD-FM	1.4	13,900	82,200										
2	WQUE-FM	1.0	9,800	61,200										
3	WNOE-FM	0.7	7,100	56,000										
4	KMEZ-FM	0.7	7,000	47,900										
5T	WLMG-FM	0.5	5,600	51,800										
5T	KKND-FM	0.5	5,600	33,100										
7	WWL-AM	0.5	5,500	49,900										
8	WKBU-FM	0.5	5,100	39,700										
9	WPRF-FM	0.5	4,900	23,600										
10	WEZB-FM	0.4	4,000	45,700										
11T	WBOK-AM	0.3	3,000	12,700										

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# Multi Demo Ranker

**Top 10** **New Orleans W112 MSA ARB** **M-Su 6a-12m**

Rnk	Station	AQH (00)	AQH Rtg	Cume	Rnk	Station	AQH (00)	AQH Rtg	Cume	Rnk	Station	AQH (00)	AQH Rtg	Cume
<b>Adults 25-54</b>					<b>Men 25-54</b>					<b>Women 25-54</b>				
1	WYLD-FM	104	1.8	126,400	1	WWL -AM	49	1.7	75,500	1	WYLD-FM	63	2.1	73,700
2	WQUE-FM	92	1.6	120,700	2T	WQUE-FM	47	1.6	52,600	2	WQUE-FM	45	1.5	68,100
3	WLMG-FM	64	1.1	96,600	2T	WKBU-FM	45	1.6	55,300	3	WLMG-FM	41	1.4	58,100
4T	WWL -AM	60	1.0	105,900	4	WYLD-FM	42	1.5	52,700	4	WEZB-FM	32	1.1	76,400
4T	WKBU-FM	58	1.0	90,000	5	WRNO-FM	31	1.1	29,100	5	WNOE-FM	30	1.0	51,700
6T	WNOE-FM	53	0.9	89,600	6T	WLMG-FM	22	0.8	38,500	6	KMEZ-FM	24	0.8	33,700
6T	WEZB-FM	53	0.9	125,100	6T	WNOE-FM	23	0.8	37,800	7	KKND-FM	15	0.5	35,900
8	KMEZ-FM	44	0.8	56,800	8T	WEZB-FM	20	0.7	48,700	8T	WKBU-FM	13	0.4	34,700
9	WRNO-FM	39	0.7	46,500	8T	KMEZ-FM	20	0.7	23,100	8T	WWL -AM	11	0.4	30,400
10T	KVDU-FM	23	0.4	69,000	10	WRKN-FM	14	0.5	33,600	8T	WPRF-FM	13	0.4	17,100
<b>Adults 35-64</b>					<b>Men 35-64</b>					<b>Women 35-64</b>				
1	WYLD-FM	115	2.0	123,900	1T	WWL -AM	53	1.9	84,900	1	WYLD-FM	62	2.1	70,700
2T	WWL -AM	73	1.3	132,500	1T	WYLD-FM	53	1.9	53,300	2	WLMG-FM	48	1.7	65,200
2T	WLMG-FM	74	1.3	107,600	3	WKBU-FM	43	1.5	55,100	3	WNOE-FM	34	1.2	50,300
4	WNOE-FM	63	1.1	86,900	4	WRNO-FM	38	1.4	33,700	4	WQUE-FM	31	1.1	49,000
5T	WKBU-FM	57	1.0	89,300	5	WNOE-FM	30	1.1	36,600	5	KMEZ-FM	30	1.0	37,400
5T	WQUE-FM	58	1.0	80,700	6	WQUE-FM	28	1.0	31,700	6	WWL -AM	21	0.7	47,600
7T	KMEZ-FM	51	0.9	62,500	7	WLMG-FM	26	0.9	42,400	7	WEZB-FM	18	0.6	43,100
7T	WRNO-FM	51	0.9	56,100	8	KMEZ-FM	22	0.8	25,200	8	WKBU-FM	14	0.5	34,300
9	WEZB-FM	29	0.5	70,800	9	WTIX-FM	15	0.5	25,400	9T	WRNO-FM	13	0.4	22,400
10T	KKND-FM	20	0.4	42,600	10	WEZB-FM	10	0.4	27,700	9T	WPRF-FM	13	0.4	16,400
<b>Adults 18-49</b>					<b>Men 18-49</b>					<b>Women 18-49</b>				
1	WQUE-FM	123	2.0	165,200	1	WQUE-FM	65	2.1	75,900	1T	WQUE-FM	58	1.9	89,300
2	WYLD-FM	103	1.7	124,000	2T	WKBU-FM	43	1.4	52,900	1T	WYLD-FM	60	1.9	73,500
3	WEZB-FM	66	1.1	160,400	2T	WYLD-FM	43	1.4	50,500	3	WEZB-FM	42	1.4	100,300
4	WNOE-FM	59	1.0	99,500	4	WWL -AM	35	1.2	59,400	4	WLMG-FM	36	1.2	58,800
5T	WLMG-FM	54	0.9	93,800	5T	WRNO-FM	23	0.8	26,100	5	WNOE-FM	33	1.1	59,000
5T	WKBU-FM	56	0.9	88,400	5T	WNOE-FM	25	0.8	40,600	6	KKND-FM	21	0.7	49,900
7T	WWL -AM	43	0.7	81,800	5T	WEZB-FM	24	0.8	60,100	7	KMEZ-FM	20	0.6	34,800
7T	KKND-FM	41	0.7	88,900	8	KKND-FM	20	0.7	38,900	8	KVDU-FM	15	0.5	46,800
9	KMEZ-FM	39	0.6	55,500	9T	KMEZ-FM	19	0.6	20,800	9T	WKBU-FM	13	0.4	35,500
10T	KVDU-FM	28	0.5	82,100	9T	WLMG-FM	18	0.6	35,000	9T	WPRF-FM	13	0.4	19,300
<b>Adults 18+</b>					<b>Men 18+</b>					<b>Women 18+</b>				
1	WYLD-FM	180	1.7	207,000	1T	WWL -AM	83	1.6	134,500	1	WYLD-FM	98	1.7	120,100
2	WQUE-FM	144	1.3	199,600	1T	WYLD-FM	82	1.6	86,900	2T	WQUE-FM	71	1.3	113,200
3T	WWL -AM	118	1.1	214,500	3	WQUE-FM	74	1.4	86,500	2T	WLMG-FM	73	1.3	111,700
3T	WNOE-FM	117	1.1	177,600	4T	WKBU-FM	62	1.2	83,800	4	WNOE-FM	61	1.1	102,500
5	WLMG-FM	113	1.0	180,900	4T	WRNO-FM	60	1.2	59,000	5	WEZB-FM	48	0.9	114,800
6	WRNO-FM	82	0.8	97,900	6	WNOE-FM	56	1.1	75,000	6	KMEZ-FM	41	0.7	59,100
7T	KMEZ-FM	72	0.7	99,400	7	WLMG-FM	40	0.8	69,300	7	WWL -AM	35	0.6	80,000
7T	WEZB-FM	75	0.7	184,500	8	KMEZ-FM	31	0.6	40,200	8	KKND-FM	27	0.5	60,200
7T	WKBU-FM	81	0.7	138,900	9T	WEZB-FM	27	0.5	69,700	9T	WPRF-FM	24	0.4	29,300
10	KKND-FM	54	0.5	107,200	9T	KKND-FM	27	0.5	47,000	9T	WRNO-FM	21	0.4	38,900

Beginning with the Arbitron W106 survey, stations that simulcast 100% throughout the survey period are reported only under the call letters of the primary station of the simulcast partnership.

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Cumulus-Lake Charles

KYKZ-FM

**Cumulus Sales Order**

Advertiser Postlethwaite and Netterville  
 Agency  
 Bill To Postlethwaite and Netterville  
 8550 United Plaza Blvd  
 Suite 1001  
 Baton Rouge, LA 70809  
 Account  
 Executive Tebble, KAM Robertson  
 Contract #  
 Estimate # FEMA Trailer Class Action Law Suit  
 Description  
 Stratus # 372770  
 Special Instructions  
 Contact Cody Passman 225-922-4600

New / Revision New  
 Start Date 07/02/12  
 End Date 07/08/12  
 Month Type Calendar  
 Billing Cycle End of Flight  
 Co-op No  
 Co-op Product  
 Notarized N  
 # of Invoices 1  
 Make Goods Ask AE  
 Income Type Local Direct - 40100  
 Local Income Type Local Direct  
 Competitive Code Accounting / Tax Services Advt#279811  
 Order Entered 06/26/12

**Schedule**

#	Sponsor Log Name Revenue Types	Length Rate-Line#	Start Date End Date	Start time End time	Auto Weekly	#/Wk	M	T	W	T	F	S	S	Total
1	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 60.00 2382866	07/03/12 07/06/12 All Weeks	6:00AM 10:00AM	N			1	1	1	1			240.00 4 Spots REVISED
2	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 60.00 2382867	07/03/12 07/06/12 All Weeks	10:00AM 3:00PM	N			1	1	1	1			240.00 4 Spots REVISED
3	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 60.00 2382868	07/03/12 07/06/12 All Weeks	3:00PM 7:00PM	N			1	1	1	1			240.00 4 Spots REVISED
4	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 37.00 2382869	07/07/12 07/08/12 All Weeks	6:00AM 10:00AM	N							1	1	74.00 2 Spots REVISED
5	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 37.00 2382870	07/07/12 07/08/12 All Weeks	10:00AM 3:00PM	N							1	1	74.00 2 Spots REVISED
6	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 37.00 2382871	07/07/12 07/08/12 All Weeks	3:00PM 7:00PM	N							1	1	74.00 2 Spots REVISED
Jul 12 = 942.00		Aug 12 = 0.00		Sep 12 = 0.00		Oct 12 = 0.00		Nov 12 = 0.00		Dec 12 = 0.00				
Jan 13 = 0.00		Feb 13 = 0.00		Mar 13 = 0.00		Apr 13 = 0.00		May 13 = 0.00		Jun 13 = 0.00				

	<b>Total Contract Value:</b> 942.00	<b>Total Due:</b> 942.00	<b>18 Spots</b>
	<b>Client Acceptance:</b> _____	<b>Date:</b> _____	
	<b>Account Executive:</b> 6/26/2012 5:55:10 PM by Tebble, KAM Robertson		
	<b>Sales / Market Manager:</b>		
	<b>Business Manager:</b>		
	<b>Traffic Manager:</b>		
V 5.0			
<b>ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO</b>			

Please mail pymt to:  
Tebble Robertson.  
Cumulus Media  
425 Broad St  
Lake Charles LA 70605.

## STANDARD TERMS AND CONDITIONS

## 1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

## 2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

## 3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

## 4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

## 5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

## 6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

## 7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

## 8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

## 9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

## 10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

## STANDARD TERMS AND CONDITIONS

5/3/2011

Cumulus-Lake Charles

KQLK-FM

**Cumulus Sales Order**

Advertiser **Postlethwaite and Netterville**  
Agency

New / Revision **New**  
Start Date **07/02/12**  
End Date **07/08/12**  
Month Type **Calendar**  
Billing Cycle **End of Flight**

Bill To **Postlethwaite and Netterville**  
**8550 United Plaza Blvd**  
**Suite 1001**  
**Baton Rouge, LA 70809**

Co-op **No**  
Co-op Product  
Notarized **N**  
# of Invoices **1**  
Make Goods **Ask AE**  
Income Type **Local Direct - 40100**  
Local Income Type **Local Direct**  
Competitive Code **Accounting / Tax Services** Advt#**279811**

Account  
Executive **Tebble, KAM Robertson**  
Contract #  
Estimate # **FEMA Trailer Class Action Law Suit**  
Description  
Stratus # **372769**  
Special  
Instructions

Contact **Cody Passman 225-922-4600**

Order Entered **06/26/12**

**Schedule**

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/Wk	M	T	W	T	F	S	S	Total
1	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 22.00 2382860	07/03/12 07/06/12 All Weeks	6:00AM 10:00AM	N			1	1	1	1			88.00 4 Spots REVISED
2	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 22.00 2382861	07/03/12 07/06/12 All Weeks	10:00AM 3:00PM	N			1	1	1	1			88.00 4 Spots REVISED
3	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 22.00 2382862	07/03/12 07/06/12 All Weeks	3:00PM 7:00PM	N			1	1	1	1			88.00 4 Spots REVISED
4	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 18.00 2382863	07/07/12 07/08/12 All Weeks	6:00AM 10:00AM	N							1	1	36.00 2 Spots REVISED
5	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 18.00 2382864	07/07/12 07/08/12 All Weeks	10:00AM 3:00PM	N							1	1	36.00 2 Spots REVISED
6	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 18.00 2382865	07/07/12 07/08/12 All Weeks	3:00PM 7:00PM	N							1	1	36.00 2 Spots REVISED
Jul 12 = 372.00		Aug 12 = 0.00		Sep 12 = 0.00		Oct 12 = 0.00		Nov 12 = 0.00		Dec 12 = 0.00				
Jan 13 = 0.00		Feb 13 = 0.00		Mar 13 = 0.00		Apr 13 = 0.00		May 13 = 0.00		Jun 13 = 0.00				

Total Contract Value: 372.00 Total Due: 372.00 18 Spots



Client Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Account Executive: 6/26/2012 5:54:57 PM by Tebble, KAM Robertson

Sales / Market Manager:

Business Manager:

Traffic Manager:

V 5.0

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

## STANDARD TERMS AND CONDITIONS

## 1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

## 2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

## 3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

## 4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

## 5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

## 6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

## 7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

## 8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered in at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

## 9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

## 10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

## STANDARD TERMS AND CONDITIONS

5/3/2011

Cumulus-Lake Charles

KYKZ-FM

**Cumulus Sales Order**

Advertiser Postlethwaite and Netterville  
 Agency  
 Bill To Postlethwaite and Netterville  
 8550 United Plaza Blvd  
 Suite 1001  
 Baton Rouge, LA 70809  
 Account  
 Executive Tebble, KAM Robertson  
 Contract #  
 Estimate # FEMA Trailer Class Action Law Suit  
 Description  
 Stratus # 372770  
 Special Instructions  
 Contact Cody Passman 225-922-4600

New / Revision New  
 Start Date 07/02/12  
 End Date 07/08/12  
 Month Type Calendar  
 Billing Cycle End of Flight  
 Co-op No  
 Co-op Product  
 Notarized N  
 # of Invoices 1  
 Make Goods Ask AE  
 Income Type Local Direct - 40100  
 Local Income Type Local Direct  
 Competitive Code Accounting / Tax Services Advt#279811  
 Order Entered 06/26/12

**Schedule**

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/WK	M	T	W	T	F	S	S	Total
1	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 60.00 2382866	07/03/12 07/06/12 All Weeks	6:00AM 10:00AM	N			1	1	1	1			240.00 4 Spots REVISED
2	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 60.00 2382867	07/03/12 07/06/12 All Weeks	10:00AM 3:00PM	N			1	1	1	1			240.00 4 Spots REVISED
3	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 60.00 2382868	07/03/12 07/06/12 All Weeks	3:00PM 7:00PM	N			1	1	1	1			240.00 4 Spots REVISED
4	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 37.00 2382869	07/07/12 07/08/12 All Weeks	6:00AM 10:00AM	N							1	1	74.00 2 Spots REVISED
5	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 37.00 2382870	07/07/12 07/08/12 All Weeks	10:00AM 3:00PM	N							1	1	74.00 2 Spots REVISED
6	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 37.00 2382871	07/07/12 07/08/12 All Weeks	3:00PM 7:00PM	N							1	1	74.00 2 Spots REVISED
Jul 12 = 942.00		Aug 12 = 0.00		Sep 12 = 0.00		Oct 12 = 0.00		Nov 12 = 0.00		Dec 12 = 0.00				
Jan 13 = 0.00		Feb 13 = 0.00		Mar 13 = 0.00		Apr 13 = 0.00		May 13 = 0.00		Jun 13 = 0.00				

	<b>Total Contract Value:</b> 942.00	<b>Total Due:</b> 942.00	<b>18 Spots</b>
	<b>Client Acceptance:</b> _____	<b>Date:</b> _____	
	<b>Account Executive:</b> 6/26/2012 5:55:10 PM by Tebble, KAM Robertson		
	<b>Sales / Market Manager:</b>		
	<b>Business Manager:</b>		
	<b>Traffic Manager:</b>		
V 5.0			
<b>ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO</b>			

Please mail pymt to:  
Tebble Robertson.  
Cumulus Media  
425 Broad St  
Lake Charles LA 70605.

## STANDARD TERMS AND CONDITIONS

## 1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

## 2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

## 3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

## 4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

## 5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

## 6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

## 7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

## 8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered in at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

## 9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

## 10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

## STANDARD TERMS AND CONDITIONS

5/3/2011

Cumulus-Lake Charles

KQLK-FM

**Cumulus Sales Order**

Advertiser <b>Postlethwaite and Netterville</b> Agency  Bill To <b>Postlethwaite and Netterville</b> 8550 United Plaza Blvd Suite 1001 Baton Rouge, LA 70809  Account Executive <b>Tebble, KAM Robertson</b> Contract # Estimate # <b>FEMA Trailer Class Action Law Suit</b> Description Stratus # <b>372769</b> Special Instructions  Contact <b>Cody Passman 225-922-4600</b>	New / Revision <b>New</b> Start Date <b>07/02/12</b> End Date <b>07/08/12</b> Month Type <b>Calendar</b> Billing Cycle <b>End of Flight</b>  Co-op <b>No</b> Co-op Product Notarized <b>N</b> # of Invoices <b>1</b> Make Goods <b>Ask AE</b> Income Type <b>Local Direct - 40100</b> Local Income Type <b>Local Direct</b> Competitive Code <b>Accounting / Tax Services</b> <b>Advt#279811</b>  Order Entered <b>06/26/12</b>
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**Schedule**

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/Wk	M	T	W	T	F	S	S	Total
1	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 22.00 2382860	07/03/12 07/06/12	6:00AM 10:00AM	N			1		1		1		88.00 4 Spots REVISED
2	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 22.00 2382861	07/03/12 07/06/12	10:00AM 3:00PM	N			1		1		1		88.00 4 Spots REVISED
3	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 22.00 2382862	07/03/12 07/06/12	3:00PM 7:00PM	N			1		1		1		88.00 4 Spots REVISED
4	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 18.00 2382863	07/07/12 07/08/12	6:00AM 10:00AM	N							1	1	36.00 2 Spots REVISED
5	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 18.00 2382864	07/07/12 07/08/12	10:00AM 3:00PM	N							1	1	36.00 2 Spots REVISED
6	Postlethwaite and Netterville Local Direct - 40100 / Local Direct	60 18.00 2382865	07/07/12 07/08/12	3:00PM 7:00PM	N							1	1	36.00 2 Spots REVISED

Jul 12 = 372.00	Aug 12 = 0.00	Sep 12 = 0.00	Oct 12 = 0.00	Nov 12 = 0.00	Dec 12 = 0.00
Jan 13 = 0.00	Feb 13 = 0.00	Mar 13 = 0.00	Apr 13 = 0.00	May 13 = 0.00	Jun 13 = 0.00

Total Contract Value: 372.00 Total Due: 372.00 18 Spots



Client Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Account Executive: 6/26/2012 5:54:57 PM by Tebble, KAM Robertson

Sales / Market Manager:

Business Manager:

Traffic Manager:

V 5.0

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

## STANDARD TERMS AND CONDITIONS

## 1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

## 2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

## 3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

## 4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

## 5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

## 6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

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Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

## 8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

## 9. DISPUTES

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## 10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

## STANDARD TERMS AND CONDITIONS

5/3/2011

Lafayette

KNEK-FM-AM

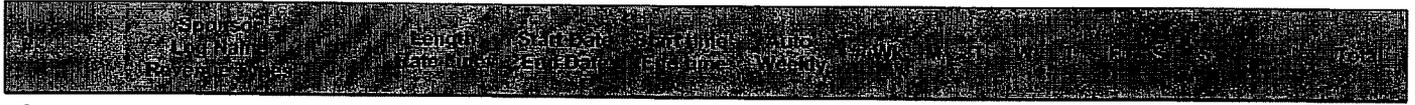
**CompuLink Sales Order**

Advertiser **Postlethwait & Netterville APAC**  
 Agency  
 Bill To **Postlethwait & Netterville APAC**  
**8550 United Plaza Blvd**  
**Baton Rouge, La 70809**  
 Account  
 Executive **Ronald Begnaud**  
 Contract #  
 Estimate #  
 Description **FEMA TRAILER CLASS ACTION**  
 Stratus # **3598**  
 Special **Check number 028869 received and turned in**  
 Instructions  
 Contact **Cody Passman 225-922-4600**

New / Revision **New**  
 Start Date **07/03/12**  
 End Date **07/08/12**  
 Month Type **Calendar**  
 Billing Cycle **End of Flight**  
 Co-op No  
 Co-op Product  
 Notarized **N**  
 # of Invoices **1**  
 Make Goods **Ask AE**  
 Income Type **Local Direct - 40100**  
 Local Income Type **New Local Direct**  
 Competitive Code **Legal Services Advt#1000**  
 Order Entered **06/28/12**

**Schedule**

Line	Product	Sec	Start	End	Day	Spots	Rate	Total	Comments
1	Postlethwait & Netterville APAC	60	07/03/12	6:00AM		4	280.00		
	Local Direct - 40100 / New Local Direct	70.00	07/06/12	10:00AM	N	1 1 1 1		4 Spots	REVISED
2	Postlethwait & Netterville APAC	60	07/03/12	10:00AM		4	280.00		
	Local Direct - 40100 / New Local Direct	70.00	07/06/12	3:00PM	N	1 1 1 1		4 Spots	REVISED
3	Postlethwait & Netterville APAC	60	07/03/12	3:00PM		4	280.00		
	Local Direct - 40100 / New Local Direct	70.00	07/06/12	7:00PM	N	1 1 1 1		4 Spots	REVISED
4	Postlethwait & Netterville APAC	60	07/07/12	6:00AM		1	35.00		
	Local Direct - 40100 / New Local Direct	35.00	07/07/12	10:00AM	N			1 Spots	REVISED
5	Postlethwait & Netterville APAC	60	07/07/12	10:00AM		1	35.00		
	Local Direct - 40100 / New Local Direct	35.00	07/07/12	3:00PM	N			1 Spots	REVISED
6	Postlethwait & Netterville APAC	60	07/07/12	3:00PM		1	35.00		
	Local Direct - 40100 / New Local Direct	35.00	07/07/12	7:00PM	N			1 Spots	REVISED
7	Postlethwait & Netterville APAC	60	07/08/12	6:00AM		1	30.00		
	Local Direct - 40100 / New Local Direct	30.00	07/08/12	10:00AM	N			1 Spots	REVISED
8	Postlethwait & Netterville APAC	60	07/08/12	10:00AM		1	30.00		
	Local Direct - 40100 / New Local Direct	30.00	07/08/12	3:00PM	N			1 Spots	REVISED



9	60	07/08/12	3:00PM							30.00
Postlethwait & Netterville APAC	30.00	07/08/12	7:00PM	N						1 Spots
Local Direct - 40100 / New Local Direct	17432	All Weeks								REVISED

Jul 12 = 1035.00	Aug 12 = 0.00	Sep 12 = 0.00	Oct 12 = 0.00	Nov 12 = 0.00	Dec 12 = 0.00
Jan 13 = 0.00	Feb 13 = 0.00	Mar 13 = 0.00	Apr 13 = 0.00	May 13 = 0.00	Jun 13 = 0.00

**Total Contract Value: 1035.00    Total Due: 1035.00    18 Spots**

**Client Acceptance:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Account Executive:** 6/28/2012 4:40:44 PM by Ronald Begnaud

**Sales / Market Manager:**

**Business Manager:**

**Traffic Manager:**

V5.0

**ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO**

**STANDARD TERMS AND CONDITIONS****1. PARTIES**

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

**2. AGENCY AS AGENT FOR ADVERTISER**

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

**3. PAYMENT AND BILLING**

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

**4. TERMINATION**

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

**5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST**

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

**6. FAILURE TO BROADCAST**

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

**7. RATE PROTECTION**

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

**8. COMMERCIAL MATERIALS; INDEMNIFICATION**

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

**9. DISPUTES**

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

**10. GENERAL**

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

**STANDARD TERMS AND CONDITIONS**

5/3/2011

Lafayette

KXKC-FM

**Cumulus Sales Order**

Advertiser **Postlethwait & Netterville APAC**  
 Agency  
 Bill To **Postlethwait & Netterville APAC**  
**8550 United Plaza Blvd**  
**Baton Rouge, La 70809**  
 Account  
 Executive **Ronald Begnaud**  
 Contract #  
 Estimate #  
 Description **FEMA TRAILER CLASS ACTION**  
 Stratus # **3599**  
 Special **Check number 028869 received and turned in**  
 Instructions  
 Contact **Cody Passman 225-922-4600**

New / Revision **New**  
 Start Date **07/03/12**  
 End Date **07/08/12**  
 Month Type **Calendar**  
 Billing Cycle **End of Flight**  
 Co-op No  
 Co-op Product  
 Notarized **N**  
 # of Invoices **1**  
 Make Goods **Ask AE**  
 Income Type **Local Direct - 40100**  
 Local Income Type **New Local Direct**  
 Competitive Code **Legal Services** Advt#**1000**  
 Order Entered **06/28/12**

**Spots**

Line	Advertiser	Agency	Rate	Start Date	End Date	Time	Day	Spots	Comments
1	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/03/12	07/06/12	6:00AM	N	4	REVIS
2	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/03/12	07/06/12	10:00AM	N	4	REVIS
3	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/03/12	07/06/12	3:00PM	N	4	REVIS
4	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/07/12	07/07/12	6:00AM	N	1	REVIS
5	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/07/12	07/07/12	10:00AM	N	1	REVIS
6	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/07/12	07/07/12	3:00PM	N	1	REVIS
7	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/08/12	07/08/12	6:00AM	N	1	REVIS
8	Postlethwait & Netterville APAC	Local Direct - 40100 / New Local Direct	60	07/08/12	07/08/12	10:00AM	N	1	REVIS



9		60	07/08/12	3:00PM						25.00
Postlethwait & Netterville APAC		25.00	07/08/12	7:00PM	N					1 Spots
Local Direct - 40100 / New Local Direct		17441	All Weeks							REVISED

Jul 12 = 945.00	Aug 12 = 0.00	Sep 12 = 0.00	Oct 12 = 0.00	Nov 12 = 0.00	Dec 12 = 0.00
Jan 13 = 0.00	Feb 13 = 0.00	Mar 13 = 0.00	Apr 13 = 0.00	May 13 = 0.00	Jun 13 = 0.00

<b>Total Contract Value: 945.00</b>	<b>Total Due: 945.00</b>	<b>18 Spots</b>
<b>Client Acceptance:</b> _____	<b>Date:</b> _____	
<b>Account Executive: 6/28/2012 4:42:44 PM by Ronald Begnaud</b>		
<b>Sales / Market Manager:</b>		
<b>Business Manager:</b>		
<b>Traffic Manager:</b>		
V 5.0		
<b>ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO</b>		

**STANDARD TERMS AND CONDITIONS****1. PARTIES**

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

**2. AGENCY AS AGENT FOR ADVERTISER**

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

**3. PAYMENT AND BILLING**

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- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

**4. TERMINATION**

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

**5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST**

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

**6. FAILURE TO BROADCAST**

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

**7. RATE PROTECTION**

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

**8. COMMERCIAL MATERIALS; INDEMNIFICATION**

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

**9. DISPUTES**

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

**10. GENERAL**

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

**STANDARD TERMS AND CONDITIONS**

5/3/2011

# **EXHIBIT 6**

Home

Travel Trailer - Manufacturers

Travel Trailer - Contractors

Mobile Homes

## FEMA Travel Trailers Manufacturers Settlement

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and manufactured by one of the below-listed Manufacturers following Hurricanes Katrina or Rita?

A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.

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

- A class settlement has been proposed to resolve hundreds of lawsuits seeking damages for exposure to or injuries from formaldehyde in Travel Trailers and Park Model Trailers manufactured by certain Manufacturers.
- The settlement will pay money to those who suffered symptoms or injuries because of exposure to formaldehyde in such travel trailers and/or park model trailers and who submit valid claim forms.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	The only way to ask for a payment.
Ask to be Excluded	Get no payment. The only option that allows you to sue the Defendants over the claims resolved by this settlement.
Object	Write to the Court about why you don't like the settlement. You still need to submit a Claim Form to ask for a payment.
Do Nothing	Get no payment. Give Up rights.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement. You still need to submit a Claim Form to ask for a payment.

- These rights and options—and the deadlines to exercise them—are explained in this site.
- The Court in charge of this case still has to decide whether to approve the settlement. Money will be distributed if the Court does so, and after any appeals are resolved. Please be patient.

This site summarizes the proposed settlement. More details are in a Settlement Agreement, which is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. If you have questions, visit the website, or call 1-800-728-1628 toll free.

### BASIC INFORMATION

#### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options, before the Court decides whether to give "final approval" to the settlement. If the Court approves the settlement,

### FORMS

[Claim Form](#)

### CASE DOCUMENTS

[Class Notice \(Long Form\)](#)

[Legal Notice \(Short Form\)](#)

[Preliminary Approval Order](#)

[Stipulation of Settlement](#)

**NOTE:** *You must have Adobe Acrobat Reader to view these documents.*  
[Download Adobe Reader here.](#)

### CONTACT US

FEMA Trailer Litigation Claims Administrator:

#### Telephone

1.800.728.1628

#### Email

[claims@femaformaldehydelitigation.com](mailto:claims@femaformaldehydelitigation.com)

#### Mail

FEMA Trailer Litigation  
Claims Administrator  
P.O. Box 82565  
Baton Rouge, LA 70884

and after any appeals are resolved, payments will be made to everyone who submitted a timely and valid Claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Kurt Engelhardt in the United States District Court for the Eastern District of Louisiana, is overseeing this class action. The case is known as In Re: FEMA Trailer Formaldehyde Product Liability Litigation, MDL No. 2:07-MD-1873, Section "N" (5). The people who sued are called the "Plaintiffs," and the companies they sued are called the "Defendants." This case is known as aMDL, which means that it groups together a number of cases that were originally filed in state and federal court in Alabama, Mississippi, Louisiana, and Texas. This Settlement will resolve all of those cases together against certain Defendants.

## 2. Which companies are part of the settlement?

The settlement includes the following Manufacturers, along with some of their insurers, as defendants and other Released Parties.

- Citair, Inc.
- Coachman Industries, Inc.
- Coachman RV Licensed Products Division, LLC
- Coachmen Recreational Vehicle Company, LLC
- Coachmen Recreational Vehicle Company of Georgia, LLC
- Cruiser RV, LLC
- Damon Motor Coach
- DS Corp. d/b/a CrossRoads RV, Inc.
- Doubletree RV, LLC
- Dutchmen Manufacturing, Inc.
- Fairmont Homes, Inc.
- Forest River, Inc.
- Four Winds International Corporation
- Frontier RV, Inc.
- Frontier RV Georgia, LLC
- Gulf Stream Coach, Inc.
- Heartland Recreational Vehicles, LLC
- Homette Corporation
- Hy-Line Enterprises, Inc. n/k/a FRH, Inc.
- Jayco, Inc.
- Jayco Enterprises, Inc.
- Keystone RV Company
- Komfort Corp.
- KZRV, LP
- Layton Homes Corp.
- R-Vision, Inc.
- Monaco Coach Corporation
- Pilgrim International, Inc.
- Play'Mor Trailers, Inc.
- Recreation By Design, LLC
- Skyline Corporation
- Skyline Homes, Inc.
- Starcraft RV, Inc.
- SunRay RV, LLC

- SunRay Investments, LLC
- Thor Industries, Inc.
- Thor California, Inc.
- Timberland RV Company, Inc. d/b/a Adventure Manufacturing
- TL Industries, Inc.
- Vanguard, LLC
- Vanguard Industries, Inc. of Michigan, Inc
- Viking Recreational Vehicles, LLC

\*The participation of R-Vision, Inc. is contingent upon the approval of the United States Bankruptcy Courts for the District of Delaware. Should the Bankruptcy Court not approve the participation of this Defendant in this Settlement, this Defendant, and its contribution to the Settlement, will be considered withdrawn from the Settlement.

\*\*The participation of Pilgrim International, Inc. is contingent upon the approval of the United States Bankruptcy Court for the Northern District of Indiana. Should the Bankruptcy Courts not approve the participation of these Defendants in this Settlement, this Defendant, and its contribution to the Settlement, will be considered withdrawn from the settlement.

### 3. What is this lawsuit about?

This case came about after Hurricanes Katrina and Rita. Those hurricanes left people homeless in Alabama, Mississippi, Louisiana and Texas. The federal government provided housing, called Emergency Housing Units ("EHUs"), for people. The Defendants and other Released Parties in this case Manufactured some of the EHUs provided. The Plaintiffs in this case allege that they were exposed to hazardous levels of formaldehyde the EHUs. Defendants deny these claims. This case applies only to those persons who claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by FEMA and manufactured by one of the Settling Defendants listed above in Section 2. If you claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Manufactured Home, also called a mobile home, provided by FEMA, you are not included in this Class.

### 4. What is Formaldehyde?

Formaldehyde is a chemical found both indoors and outdoors. Even the human body creates formaldehyde. Some of the building materials used in an EHU release formaldehyde. Formaldehyde is a chemical that is sometimes used as an adhesive in the assembly of certain parts of Travel Trailers.

### 5. Why is this a class action?

In a class settlement, one or more people called "Class Representatives" propose to settle claims on behalf of people who have similar claims, who are the "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 6. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to settle. That way, they avoid the costs and risks of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members. The settlement does not mean that the Defendants and other Released Parties did anything wrong.

### WHO IS IN THE SETTLEMENT?

To see if you can get benefits from this settlement, you first have to determine if you are a Class Member

### 7. How do I know if I am part of the settlement?

If you claim to have suffered injuries or symptoms as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer, provided by the federal government following Hurricanes

Katrina and/or Rita, you may be a Class Member. To be a Class Member, the Travel Trailer or Park Model Trailer must have been Manufactured by a Manufacturer listed above in Section 2. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer or Park Model Trailer, or the vehicle identification number, which will identify the manufacturer. To be a Class Member, the trailer in which you claim to have been exposed to formaldehyde must have been a a Travel Trailer or Park Model Trailer, not a Manufactured Home.

**8. I'm still not sure I'm included.**

If you are not sure whether you are included in the Class, you may call the toll free number 1-800-728-1628 with questions. Also, even if you are not sure if you are included in the Class, you should submit a timely Claim Form if you do not wish to be excluded from the Class.

**THE SETTLEMENT BENEFITS - WHAT YOU GET**

**9. What does the settlement provide?**

This settlement, in the total amount of \$37,468,574.16, will provide money to Class Members who submit timely and valid Claim Forms. A Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, describes all of the details about the proposed settlement.

**10. How much will my payment be?**

The money from the settlement will be distributed according to a Class Benefit Formula approved by the Court. If you received any Medicare/Medicaid/TRICARE/Veteran's Administration/Indiana Health Services benefits, some or all of these amounts may be deducted from your settlement.

**THE LAWYERS REPRESENTING YOU**

**11. Do I have a lawyer in this case?**

If you have hired a lawyer to represent you for claims in this litigation, please contact your lawyer for further information.

The Court appointed certain attorneys, known as the Plaintiffs' Steering Committee or "PSC," to represent you and other Class Members. You do not have to pay them. They will be paid out of the Total Settlement Fund. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

**12. When and where will the Court decide whether to approval the settlement?**

The Court has scheduled a Fairness Hearing on September 27, 2012, at the Courthouse for the Eastern District of Louisiana, Northern Division, Hale Boggs Federal Building, United States Courthouse, 500 Poydras Street, Room C-351, New Orleans, LA 70130. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Engelhardt will listen to people who have asked to speak about an objection according to Question 18 above. The Court may also decide how much to award the PSC as fees for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The hearing may be moved to a different date without additional notice, so it is a good idea to check [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for updated information.

**13. Do I have to come to the hearing?**

No. You do not have to attend the Fairness Hearing. The PSC will answer questions that Judge Engelhardt may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to the Fairness Hearing to talk about it. As long as you filed and mailed your written objection on time, and as long as you attended the Special Master hearing according to Question 20 above, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**14. May I speak at the hearing?**

If you submitted an objection to the settlement (see Question 18 of Long Form Notice), you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in In Re: FEMA Trailer Formaldehyde Product Liability Litigation.” Your Notice of Intention to Appear must be received no later than August 31, 2012, and must be sent to the addresses listed in Question 18 of Long Form Notice along with the following information:

- name of the case (In Re: FEMA Trailer Formaldehyde Product Liability Litigation, No. 2:07-MD-1873, Section “N” (5));
- your full name, address, telephone number, and signature;
- detailed statement of the specific legal and factual basis for each objection;
- list of any witnesses you intend to call at the Fairness Hearing, and a description of the testimony to be offered; and
- list of exhibits and copies of all exhibits you intend to introduce at the Fairness Hearing.

**HOW TO GET A PAYMENT - SUBMITTING A CLAIM FORM**

**15. How can I get a payment?**

To ask for a payment, you must complete and submit a Claim Form. A Claim Form is included with this Notice. You can also get a Claim Form at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. Please read the instructions carefully, fill out the Claim Form and mail it, postmarked by October 12, 2012, to:

FEMA TRAILER LITIGATION CLAIMS ADMINISTRATOR  
P.O. Box 82565  
Baton Rouge, Louisiana 70884

**16. When will I get my payment?**

The payments will be mailed to Class Members who send in timely and valid Claim Forms, after the Court grants “final approval” of the settlement, and any appeals are resolved. If Judge Engelhardt approves the settlement after an upcoming hearing (see the section “The Court’s Fairness Hearing” below), there may be appeals. If there are any appeals, resolving them can take time. Please be patient.

**17. What am I giving up to get a payment or stay in the Class?**

If the settlement becomes final, you will be releasing the Defendants or other Released Parties who settled, for all the claims identified in Section IX of the Settlement Agreement. These are called “Released Claims.” The Settlement Agreement is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com). The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to your attorneys (see the section on “The Lawyers Representing You” below) or your own lawyer if you have questions about the Released Claims or what they mean.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want a payment from this settlement, but you want to keep the right to sue the Defendants or other Released Parties about the issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the settlement Class.

**18. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from In Re: FEMA Trailer Formaldehyde Product Liability Litigation. You must include the case number (No. 2:07-MD-1873, Section “N” (5)), your full name, address, and telephone number, identify which defendant(s) you have claims against (the manufacturer of your EHU), and sign the request. Your exclusion request will not be valid, and you will be bound by the settlement, if you do

not include this information in your exclusion request. You must mail your request for exclusion so that it is received by August 17, 2012, to:

Gerald E. Meunier  
Justin I. Woods  
Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC  
2800 Energy Centre  
1100 Poydras Street  
New Orleans, LA 70163

You can't exclude yourself on the phone or at the website.

**19. If I don't exclude myself, can I sue the Defendants or other Released Parties for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants or other Released Parties for the claims that this settlement resolves. You must exclude yourself from this Class to start your own lawsuit. Remember, any exclusion requests must be received by August 17, 2012.

**20. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court if you don't agree with the settlement or some part of it.

**21. How do I tell the Court if I don't like the settlement?**

You can object to the settlement if you don't like some part of it. The Court will consider your views. To do so, you must send in a written objection in the case, In Re: FEMA Trailer Formaldehyde Product Liability Litigation, No. 2:07-MD-1873, Section "N" (5). You must include your full name, address, telephone number, and your signature. You must also include the specific reasons why you object to the settlement, any legal support or evidence to support your objection, and whether you or your attorney, or any other witness, will be attending the hearing, along with a description of any witness's testimony, and a list of any exhibits you may offer at the hearing along with copies of those exhibits. (See "The Court's Fairness Hearing" below). You must mail your objection so that it is received by August 31, 2012, to the three addresses listed below:

Court	PSC	Defense Counsel
Clerk of Court Eastern District of Louisiana, North Division Hale Boggs Federal Building United States Courthouse 500 Poydras Street, Room C-151 New Orleans, LA 70130	Gerald E. Meunier Justin I. Woods Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC 2800 Energy Centre 1100 Poydras Street New Orleans, LA 70163	James C. Percy Ryan E. Johnson Jones Walker 8555 United Plaza Blvd. 5th Floor Baton Rouge, LA 70809

The Court may overrule your objection. If you want money from the settlement, even if you object to it, you must file a timely Claim Form.

**22. What's the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you oppose approval of the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**23. Do I need to make an appearance to talk about my objection?**

Once you file a timely and valid objection, the Special Master, who is someone the Court appointed to help with the settlement, will schedule a hearing to try to resolve your objection. You will receive a

notice of the date, time and place of the hearing. You must attend this Special Master hearing for your objection to be heard at the Fairness Hearing.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you do nothing, you'll get no payment from this settlement. And, unless you exclude yourself, you won't be able to sue the Defendants or other Released Parties for the claims resolved in this case.

**GETTING MORE INFORMATION**

**25. How do I get more information about the settlement?**

This notice summarizes the proposed settlement. More details are in a Settlement Agreement, which is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. If you have questions, visit the website, or call 1-800-728-1628 toll free.

Home

Travel Trailer - Manufacturers

Travel Trailer - Contractors

Mobile Homes

## FEMA Travel Trailers Contractors Settlement

Did you suffer symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by the United States Government and installed, maintained or refurbished by one of the below-listed Contractors following Hurricanes Katrina or Rita?

A legal settlement provides payments to people for exposure to and/or injuries from formaldehyde.

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

- A class settlement has been proposed to resolve hundreds of lawsuits seeking damages for exposure to or injuries from formaldehyde in Travel Trailers and Park Model Trailers installed, maintained or refurbished by certain Contractors.
- The settlement will pay money to those who suffered symptoms or injuries because of exposure to formaldehyde in such travel trailers and/or park model trailers and who submit valid claim forms.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	The only way to ask for a payment.
Ask to be Excluded	Get no payment. The only option that allows you to sue the Defendants over the claims resolved by this settlement.
Object	Write to the Court about why you don't like the settlement. You still need to submit a Claim Form to ask for a payment.
Do Nothing	Get no payment. Give Up rights.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement. You still need to submit a Claim Form to ask for a payment.

- These rights and options—and the deadlines to exercise them—are explained in this site.
- The Court in charge of this case still has to decide whether to approve the settlement. Money will be distributed if the Court does so, and after any appeals are resolved. Please be patient.

This site summarizes the proposed settlement. More details are in a Settlement Agreement, which is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. If you have questions, visit the website, or call 1-800-728-1628 toll free.

### BASIC INFORMATION

#### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options, before the Court decides whether to give "final approval" to the settlement. If the Court approves the settlement,

### FORMS

[Claim Form](#)

### CASE DOCUMENTS

[Class Notice \(Long Form\)](#)

[Legal Notice \(Short Form\)](#)

[Preliminary Approval Order](#)

[Stipulation of Settlement](#)

**NOTE:** *You must have Adobe Acrobat Reader to view these documents.*  
[Download Adobe Reader here.](#)

### CONTACT US

FEMA Trailer Litigation Claims Administrator:

#### Telephone

1.800.728.1628

#### Email

[claims@femaformaldehydelitigation.com](mailto:claims@femaformaldehydelitigation.com)

#### Mail

FEMA Trailer Litigation  
Claims Administrator  
P.O. Box 82565  
Baton Rouge, LA 70884

and after any appeals are resolved, payments will be made to everyone who submitted a timely and valid Claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Kurt Engelhardt in the United States District Court for the Eastern District of Louisiana, is overseeing this class action. The case is known as In Re: FEMA Trailer Formaldehyde Product Liability Litigation, MDL No. 2:07-MD-1873, Section "N" (5). The people who sued are called the "Plaintiffs," and the companies they sued are called the "Defendants." This case is known as aMDL, which means that it groups together a number of cases that were originally filed in state and federal court in Alabama, Mississippi, Louisiana, and Texas. This Settlement will resolve all of those cases together against certain Defendants.

## 2. Which companies are part of the settlement?

The settlement includes the following Contractors, along with some of their insurers, as defendants and other Released Parties.

- Bechtel National, Inc.
- CH2M HILL Constructors, Inc.
- Fluor Enterprises, Inc.
- Shaw Environmental, Inc.
- Jacquet Construction Services
- PRI/DJI, A Reconstruction Joint Venture
- Project Resources, Inc.
- American Radiation Services, Inc.
- B & I Services, LLC
- Davis Professional Accounting Services, Inc. a/k/a Davis Professional Services, Inc.
- Multi-Task, LLC
- DC Recovery Systems
- MLU Services, Inc.
- Smith Research Corporation
- T-Mac, Inc.
- TKTMJ, Inc.
- Del-Jen, Inc.

## 3. What is this lawsuit about?

This case came about after Hurricanes Katrina and Rita. Those hurricanes left people homeless in Alabama, Mississippi, Louisiana and Texas. The federal government provided housing, called Emergency Housing Units ("EHUs"), for people. The Defendants and other Released Parties in this case Manufactured some of the EHUs provided. The Plaintiffs in this case allege that they were exposed to hazardous levels of formaldehyde the EHUs. Defendants deny these claims. This case applies only to those persons who claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer provided by FEMA and manufactured by one of the Settling Defendants listed above in Section 2. If you claim to have suffered symptoms or injuries as a result of exposure to formaldehyde in a Manufactured Home, also called a mobile home, provided by FEMA, you are not included in this Class.

## 4. What is Formaldehyde?

Formaldehyde is a chemical found both indoors and outdoors. Even the human body creates formaldehyde. Some of the building materials used in an EHU release formaldehyde. Formaldehyde is a chemical that is sometimes used as an adhesive in the assembly of certain parts of Travel Trailers.

## 5. Why is this a class action?

In a class settlement, one or more people called "Class Representatives" propose to settle claims on

behalf of people who have similar claims, who are the "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

**6. Why is there a settlement?**

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to settle. That way, they avoid the costs and risks of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members. The settlement does not mean that the Defendants and other Released Parties did anything wrong.

**WHO IS IN THE SETTLEMENT?**

To see if you can get benefits from this settlement, you first have to determine if you are a Class Member

**7. How do I know if I am part of the settlement?**

If you claim to have suffered injuries or symptoms as a result of exposure to formaldehyde in a Travel Trailer or Park Model Trailer, provided by the federal government following Hurricanes Katrina and/or Rita, you may be a Class Member. To be a Class Member, the Travel Trailer or Park Model Trailer must have been installed, maintained or refurbished by a Contractor listed above in Section 2. The paperwork you received from the federal government should include either the manufacturer of the Travel Trailer or Park Model Trailer, or the vehicle identification number, which will identify the manufacturer. To be a Class Member, the trailer in which you claim to have been exposed to formaldehyde must have been a Travel Trailer or Park Model Trailer, not a Manufactured Home.

**8. I'm still not sure I'm included.**

If you are not sure whether you are included in the Class, you may call the toll free number 1-800-728-1628 with questions. Also, even if you are not sure if you are included in the Class, you should submit a timely Claim Form if you do not wish to be excluded from the Class.

**THE SETTLEMENT BENEFITS - WHAT YOU GET**

**9. What does the settlement provide?**

This settlement, in the total amount of \$5,129,250.00, will provide money to Class Members who submit timely and valid Claim Forms. A Settlement Agreement, available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628, describes all of the details about the proposed settlement.

**10. How much will my payment be?**

The money from the settlement will be distributed according to a Class Benefit Formula approved by the Court. If you received any Medicare/Medicaid/TRICARE/Veteran's Administration/Indiana Health Services benefits, some or all of these amounts may be deducted from your settlement.

**THE LAWYERS REPRESENTING YOU**

**11. Do I have a lawyer in this case?**

If you have hired a lawyer to represent you for claims in this litigation, please contact your lawyer for further information.

The Court appointed certain attorneys, known as the Plaintiffs' Steering Committee or "PSC," to represent you and other Class Members. You do not have to pay them. They will be paid out of the Total Settlement Fund. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

**12. When and where will the Court decide whether to approve the settlement?**

The Court has scheduled a Fairness Hearing on September 27, 2012, at the Courthouse for the

Eastern District of Louisiana, Northern Division, Hale Boggs Federal Building, United States Courthouse, 500 Poydras Street, Room C-351, New Orleans, LA 70130. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Engelhardt will listen to people who have asked to speak about an objection according to Question 18 of Long Form Notice. The Court may also decide how much to award the PSC as fees for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The hearing may be moved to a different date without additional notice, so it is a good idea to check [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) for updated information.

**13. Do I have to come to the hearing?**

No. You do not have to attend the Fairness Hearing. The PSC will answer questions that Judge Engelhardt may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to the Fairness Hearing to talk about it. As long as you filed and mailed your written objection on time, and as long as you attended the Special Master hearing according to Question 20 of the Long Form Notice, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**14. May I speak at the hearing?**

If you submitted an objection to the settlement (see Question 18 of Long Form Notice), you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in In Re: FEMA Trailer Formaldehyde Product Liability Litigation." Your Notice of Intention to Appear must be received no later than **August 31, 2012**, and must be sent to the addresses listed in Question 18 of Long Form Notice along with the following information:

- name of the case (In Re: FEMA Trailer Formaldehyde Product Liability Litigation, No. 2:07-MD-1873, Section "N" (5));
- your full name, address, telephone number, and signature;
- detailed statement of the specific legal and factual basis for each objection;
- list of any witnesses you intend to call at the Fairness Hearing, and a description of the testimony to be offered; and
- list of exhibits and copies of all exhibits you intend to introduce at the Fairness Hearing.

**HOW TO GET A PAYMENT - SUBMITTING A CLAIM FORM**

**15. How can I get a payment?**

To ask for a payment, you must complete and submit a Claim Form. A Claim Form is included with this Notice. You can also get a Claim Form at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. Please read the instructions carefully, fill out the Claim Form and mail it, postmarked by **October 12, 2012**, to:

FEMA TRAILER LITIGATION CLAIMS ADMINISTRATOR  
P.O. Box 82565  
Baton Rouge, Louisiana 70884

**16. When will I get my payment?**

The payments will be mailed to Class Members who send in timely and valid Claim Forms, after the Court grants "final approval" of the settlement, and any appeals are resolved. If Judge Engelhardt approves the settlement after an upcoming hearing (see the section "The Court's Fairness Hearing" below), there may be appeals. If there are any appeals, resolving them can take time. Please be patient.

**17. What am I giving up to get a payment or stay in the Class?**

If the settlement becomes final, you will be releasing the Defendants or other Released Parties who settled, for all the claims identified in Section IX of the Settlement Agreement. These are called

“Released Claims.” The Settlement Agreement is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com). The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to your attorneys (see the section on “The Lawyers Representing You” below) or your own lawyer if you have questions about the Released Claims or what they mean.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want a payment from this settlement, but you want to keep the right to sue the Defendants or other Released Parties about the issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the settlement Class.

##### **18. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from In Re: FEMA Trailer Formaldehyde Product Liability Litigation. You must include the case number (No. 2:07-MD-1873, Section “N” (5)), your full name, address, and telephone number, identify which defendant(s) you have claims against (the contractor which installed, maintained or refurbished your EHU), and sign the request. Your exclusion request will not be valid, and you will be bound by the settlement, if you do not include this information in your exclusion request. You must mail your request for exclusion so that it is received by **August 17, 2012**, to:

Gerald E. Meunier  
Justin I. Woods  
Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC  
2800 Energy Centre  
1100 Poydras Street  
New Orleans, LA 70163

You can’t exclude yourself on the phone or at the website.

##### **19. If I don’t exclude myself, can I sue the Defendants or other Released Parties for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants or other Released Parties for the claims that this settlement resolves. You must exclude yourself from this Class to start your own lawsuit. Remember, any exclusion requests must be received by **August 17, 2012**.

##### **20. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

#### **OBJECTING TO THE SETTLEMENT**

You can tell the Court if you don’t agree with the settlement or some part of it.

##### **21. How do I tell the Court if I don’t like the settlement?**

You can object to the settlement if you don’t like some part of it. The Court will consider your views. To do so, you must send in a written objection in the case, In Re: FEMA Trailer Formaldehyde Product Liability Litigation, No. 2:07-MD-1873, Section “N” (5). You must include your full name, address, telephone number, and your signature. You must also include the specific reasons why you object to the settlement, any legal support or evidence to support your objection, and whether you or your attorney, or any other witness, will be attending the hearing, along with a description of any witness’s testimony, and a list of any exhibits you may offer at the hearing along with copies of those exhibits. (See “The Court’s Fairness Hearing” below). You must mail your objection so that it is received by **August 31, 2012**, to the three addresses listed below:

Court	PSC	Defense Counsel
Clerk of Court	Gerald E. Meunier	David Kurtz

Eastern District of Louisiana, North Division Hale Boggs Federal Building United States Courthouse 500 Poydras Street, Room C-151 New Orleans, LA 70130	Justin I. Woods Gainsburgh, Benjamin, David, Meunier & Warshauer, LLC 2800 Energy Centre 1100 Poydras Street New Orleans, LA 70163	Baker Donelson 201 St. Charles Ave. Suite 3600 New Orleans, LA 70170
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The Court may overrule your objection. If you want money from the settlement, even if you object to it, you must file a timely Claim Form.

**22. What's the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you oppose approval of the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**23. Do I need to make an appearance to talk about my objection?**

Once you file a timely and valid objection, the Special Master, who is someone the Court appointed to help with the settlement, will schedule a hearing to try to resolve your objection. You will receive a notice of the date, time and place of the hearing. You must attend this Special Master hearing for your objection to be heard at the Fairness Hearing.

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you do nothing, you'll get no payment from this settlement. And, unless you exclude yourself, you won't be able to sue the Defendants or other Released Parties for the claims resolved in this case.

**GETTING MORE INFORMATION**

**25. How do I get more information about the settlement?**

This notice summarizes the proposed settlement. More details are in a Settlement Agreement, which is available at [www.femaformaldehydelitigation.com](http://www.femaformaldehydelitigation.com) or by calling 1-800-728-1628. If you have questions, visit the website, or call 1-800-728-1628 toll free.

# **EXHIBIT 7**

FEMA Trailer Formaldehyde Product Liability Litigation (Consolidated)

Call Log Statistics (as of 9/24/2012)												
DATE	IVR Calls	US IVR Minutes	Calls Offered	Abandon	Answered	Abandon Rate %	Average Answer Delay	Average wait time before Abandon	Average Talk Time	Total Talk Time	Comments	
6/1/2012	10	10		0		0.00						
6/2/2012	2	2		0		0.00						
6/3/2012	1	1		0		0.00						
6/4/2012	12	12		0		0.00						
6/5/2012	16	16		0		0.00						
6/6/2012	19	19		0		0.00						
6/7/2012	23	23		0		0.00						
6/8/2012	18	18		0		0.00						
6/9/2012	5	5		0		0.00						
6/10/2012	5	5		0		0.00						
6/11/2012	31	31		0		0.00						
6/12/2012	36	36		0		0.00						
6/13/2012	33	33		0		0.00						
6/14/2012	28	28		0		0.00						
6/15/2012	12	12		0		0.00						
6/16/2012	4	4		0		0.00						
6/17/2012	2	2		0		0.00						
6/18/2012	30	30		0		0.00						
6/19/2012	31	31		0		0.00						
6/20/2012	32	32		0		0.00						
6/21/2012	22	22		0		0.00						
6/22/2012	12	12		0		0.00						
6/23/2012	4	4		0		0.00						
6/24/2012	4	4		0		0.00						
6/25/2012	15	15		0		0.00						
6/26/2012	16	16		0		0.00						
6/27/2012	21	21		0		0.00						
6/28/2012	18	18		0		0.00						
6/29/2012	14	14		0		0.00						
6/30/2012	5	5		0		0.00						
7/1/2012	4	4		0		0.00						
7/2/2012	22	22		0		0.00						
7/3/2012	92	245		0		0.00						
7/4/2012	32	84		0		0.00						
7/5/2012	116	423	61	3	58	4.92	:25	:52	3:38	3:31:03		
7/6/2012	107	433	43	3	40	6.98	:47	:34	4:08	2:45:29		
7/7/2012	82	196		0		0.00						
7/8/2012	127	347		0		0.00						

FEMA Trailer Formaldehyde Product Liability Litigation (Consolidated)

DATE	IVR Calls	US IVR Minutes	Calls Offered	Abandon	Answered	Abandon Rate %	Average Answer Delay	Average wait time before Abandon	Average Talk Time	Total Talk Time	Comments
7/9/2012	242	1019	122	8	114	6.56	:39	1:29	3:10	5:47:47	
7/10/2012	150	614	87	3	84	3.45	:39	3:54	3:36	5:02:14	
7/11/2012	120	440	75	3	72	4.00	:08	2:59	3:06	3:42:40	
7/12/2012	242	901	136	5	131	3.68	:28	2:07	2:45	5:59:34	
7/13/2012	154	592	87	6	81	6.90	:10	2:23	2:49	3:50:30	
7/14/2012	66	144		0		0.00					
7/15/2012	19	52		0		0.00					
7/16/2012	183	685	90	0	90	0.00	:25	0:00	3:02	4:32:18	
7/17/2012	146	580	85	3	82	3.53	:14	2:13	3:12	4:22:32	
7/18/2012	110	403	64	1	63	1.56	:10	:38	2:57	3:05:41	
7/19/2012	89	311	46	3	43	6.52	:19	6:19	3:06	2:13:36	
7/20/2012	71	273	39	2	37	5.13	:10	:20	3:44	2:18:18	
7/21/2012	30	69		0		0.00					
7/22/2012	18	35		0		0.00					
7/23/2012	143	570	88	4	84	4.55	:22	3:14	2:49	3:56:56	
7/24/2012	124	448	68	0	68	0.00	:08	0:00	2:46	3:08:21	
7/25/2012	112	412	64	2	62	3.13	:12	:20	3:19	3:25:52	
7/26/2012	148	577	79	3	76	3.80	:16	:45	3:07	3:56:40	
7/27/2012	133	537	81	2	79	2.47	:18	:26	3:29	4:35:04	
7/28/2012	37	83		0		0.00					
7/29/2012	31	66		0		0.00					
7/30/2012	309	952	40	13	27	32.50	5:11	2:50	1:44	0:47:01	
7/31/2012	132	572	82	0	82	0.00	:20	0:00	3:11	4:21:23	
8/1/2012	155	625	98	2	96	2.04	:18	:52	3:01	4:48:48	
8/2/2012	559	2456	308	45	263	14.61	1:45	2:53	2:57	12:53:45	
8/3/2012	404	1626	257	20	237	7.78	:27	1:35	3:07	12:20:12	
8/4/2012	116	266		0		0.00					
8/5/2012	57	150		0		0.00					
8/6/2012	588	2609	333	48	285	14.41	1:40	2:43	2:57	14:01:33	
8/7/2012	404	1683	254	4	250	1.57	:21	1:08	3:13	13:22:23	
8/8/2012	298	1307	191	10	181	5.24	:55	3:29	3:02	9:09:03	
8/9/2012	569	2609	340	40	300	11.76	2:09	3:23	2:26	12:09:58	
8/10/2012	879	3784	514	54	460	10.51	1:36	2:31	2:36	19:57:38	
8/11/2012	199	439		0		0.00					
8/12/2012	96	253		0		0.00					
8/13/2012	780	3113	449	34	415	7.57	1:00	1:40	2:41	18:33:38	
8/14/2012	561	1972	316	13	303	4.11	:16	:57	2:34	12:56:57	
8/15/2012	423	1628	260	10	250	3.85	:20	:42	2:59	12:14:26	

FEMA Trailer Formaldehyde Product Liability Litigation (Consolidated)

DATE	IVR Calls	US IVR Minutes	Calls Offered	Abandon	Answered	Abandon Rate %	Average Answer Delay	Average wait time before Abandon	Average Talk Time	Total Talk Time	Comments
8/16/2012	361	1442	209	12	197	5.74	:44	3:28	2:52	9:25:06	
8/17/2012	271	1047	165	7	158	4.24	:23	1:20	3:00	7:53:11	
8/18/2012	64	132		0		0.00					
8/19/2012	41	95		0		0.00					
8/20/2012	340	1220	194	5	189	2.58	:28	1:17	2:42	8:30:21	
8/21/2012	313	1175	174	9	165	5.17	:42	1:20	3:07	8:35:16	
8/22/2012	203	762	117	4	113	3.42	:35	6:15	2:39	5:00:04	
8/23/2012	216	752	119	0	119	0.00	:10	0:00	2:48	5:32:37	
8/24/2012	183	653	97	1	96	1.03	:12	:37	3:13	5:09:23	
8/25/2012	34	69		0		0.00					
8/26/2012	28	62		0		0.00					
8/27/2012	110	418	71	1	70	1.41	:10	:29	3:02	3:32:28	
8/28/2012	46	192	28	0	28	0.00	:33	0:00	3:01	1:24:57	
8/29/2012	34	119	23	0	23	0.00	:08	0:00	3:38	1:23:37	
8/30/2012	41	170	22	2	20	9.09	:09	8:07	4:01	1:20:27	
8/31/2012	76	408	50	6	44	12.00	1:40	5:11	3:41	2:43:15	
9/1/2012	35	69		0		0.00					
9/2/2012	16	32		0		0.00					
9/3/2012	62	133	Holiday	0		0.00					
9/4/2012	148	587	92	2	90	2.17	:31	1:52	3:10	4:44:43	
9/5/2012	137	452	74	1	73	1.35	:10	3:41	3:02	3:41:19	
9/6/2012	186	839	112	13	99	11.61	1:31	3:45	3:19	5:27:51	
9/7/2012	155	544	75	4	71	5.33	:38	1:19	3:17	3:53:02	
9/8/2012	113	233		0		0.00					
9/9/2012	36	96		0		0.00					
9/10/2012	286	1101	165	7	158	4.24	1:02	1:44	2:44	7:10:48	
9/11/2012	238	989	160	11	149	6.88	:54	3:24	2:44	6:46:18	
9/12/2012	180	720	114	9	105	7.89	:36	2:28	2:46	4:51:00	
9/13/2012	154	531	106	16	90	15.09	:37	2:39	2:58	4:27:23	
9/14/2012	124	411	85	1	84	1.18	:17	:26	2:21	3:17:15	
9/15/2012	29	70		0		0.00					
9/16/2012	19	46		0		0.00					
9/17/2012	175	644	107	4	103	3.74	:30	1:01	2:38	4:30:32	
9/18/2012	196	537	38	2	36	5.26	:14	:47	2:33	1:31:45	Closed at noon
9/19/2012	223	501	Closed	0		0.00					
9/20/2012	123	519	69	1	68	1.45	:52	3:10	2:59	3:23:08	
9/21/2012	97	330	54	0	54	0.00	:22	0:00	2:32	2:16:55	
9/22/2012	31	76		0		0.00					
9/23/2012	9	14		0		0.00					
<b>TOTALS</b>	<b>15,093</b>	<b>55,280</b>	<b>7,277</b>	<b>462</b>	<b>6,815</b>	<b>2.56</b>				<b>330:24:01</b>	

**EXHIBIT  
B**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 07-1873**

**SECTION "N-5"**

**JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO ALL CASES**

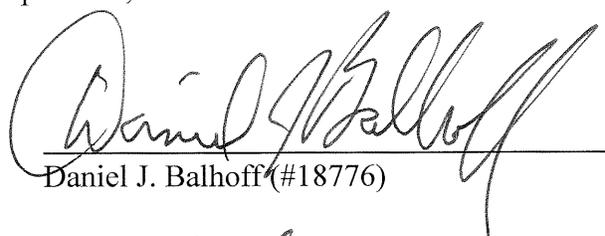
**Second Declaration of Daniel J. Balhoff**

In order to comply with the requirements set forth in the Court's Preliminary Approval Orders of May 31, 2012, Special Master, Daniel J. Balhoff, being of sound mind and lawful age, and subject to the penalties of perjury, deposes and states the following:

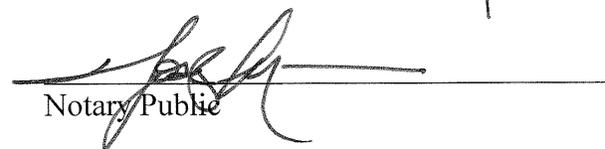
1. On May 31, 2012, the Court appointed me as Special Master for the two settlements described in the Preliminary Approval Orders entered that same day.
2. The Special Master has coordinated with the CADA (Postlethwaite & Netterville), the PSC and the attorneys for the defendants.
3. The Special Master drew upon his experience in other class actions to develop and implement the notice plan in accordance with the requirements of this Court's order and the Stipulation of Settlement.
4. The Special Master is satisfied that the notice plan as formulated and implemented satisfies the requirements of Rule 23, i.e., it was the best notice practicable under the circumstances, including individual notice to all members who could be identified through reasonable effort. The notice, in the experience of the Special Master, was fair, adequate, and reasonable.

5. The Special Master is convinced that virtually all of the claims (as indicated by the claim forms and the plaintiff fact sheet) represent claims for physical injury allegedly due to formaldehyde exposure such as respiratory ailments. The allegations in the claim forms and plaintiff fact sheets (including those of the class representatives) appear to satisfy the requirements of commonality, predominance, and typicality.
6. I have personal knowledge of the matters declared herein.

Baton Rouge, Louisiana, this 25<sup>th</sup> day of September, 2012.



Daniel J. Balhoff (#18776)



Notary Public

**EXHIBIT**

**C**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 1873**

**SECTION "N-5"**

**JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO ALL CASES**

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**SECOND DECLARATION OF GERALD E. MEUNIER**

COMES NOW Gerald E. Meunier, who, being of sound mind and lawful age, and subject to the penalties for perjury, deposes and states as follows:

1. My name is Gerald E. Meunier. I am a member of the Plaintiff's Steering Committee ("PSC"), and am Plaintiffs' Co-Liaison Counsel, as appointed by the court, in this case.

**Qualifications and Experience as Class Counsel**

2. I have been involved as common benefit counsel for plaintiffs in the following mass tort/class actions:
  - I. Court-appointed member of Plaintiffs' Steering Committee in *In Re: Chinese-Manufactured Drywall Products Liability Litigation*, MDL No. 2047, U.S. District Court, E.D. La [multi-district litigation against numerous manufacturers, distributors, etc. based on damage and injury from defective drywall made in China].
  - II. Plaintiffs' common benefit counsel working with Court-appointed Committee in *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 10-2179, U.S. District Court, E.D. La [multi-district litigation against BP entities, etc. following explosion and oil spill in the Gulf of Mexico].
  - III. Court-appointed Plaintiffs' Liaison Counsel for Levee cases and Court-appointed member of the Levee PSLC in *In Re: Katrina Canal Breaches*, No. 05-4181, U.S. District Court, E.D. La.; Court-appointed Plaintiffs' Liaison Counsel in the levee

breach cases only [consolidated litigation arising out of flooding from Hurricane Katrina].

- IV. Court-appointed member of Plaintiffs' Steering Committee in *In Re: Vioxx, Products Liability Litigation*, MDL No. 1657, U.S. District Court, E.D. La. [multi-district litigation against Merck, the manufacturer of Vioxx; settlement].
- V. Court-appointed member of Plaintiffs' Steering Committee in *Patrick Joseph Turner, et al v. Murphy Oil USA, Inc.*, U.S. District Court, E.D. La. [litigation against Murphy Oil as a result of an oil spill that occurred during Hurricane Katrina; settlement].
- VI. Court-appointed liaison counsel in federal court, and co-lead counsel of Plaintiffs' Legal Committee in *In Re: Chemical Release at Bogalusa*, 22<sup>nd</sup> Judicial District Court (Parish of Washington) [class action; explosion of tank car and chemical release in Bogalusa, Louisiana; verdict for plaintiffs in common issues trial, 2003; settlement].
- VII. Court-appointed class counsel in *Susan Blades, et al vs. Illinois Central Railroad Company d/b/a Canadian National Railroad/Illinois Central Railroad*, U.S. District Court, E.D. La. [class action; train derailment; settlement].
- VIII. Lead counsel for plaintiffs in mass tort case of *In Re: St. Louis Encephalitis Outbreak in Ouachita Parish*, 4<sup>th</sup> Judicial District Court (Monroe, Louisiana) [case for victims of St. Louis encephalitis outbreak, Ouachita Parish; settlement].
- IX. Court-appointed co-liaison counsel in *In Re: Industrial Life Insurance Litigation*, U. S. District Court, E. D. La. [national class action/mass joinder against various life insurance companies for racially discriminatory practices in charging premiums].
- X. Court-appointed Special Master in *Custom Bus Litigation*, U.S. District Court, E.D. La. [mass tort; multiple deaths and injuries from crash of Casino bus; settlement].
- XI. Court-appointed Special Master in *In Re: Chippewa Street Spill*, 19<sup>th</sup> Judicial District Court (Parish of East Baton Rouge) [class action; chemical spill; settlement].
- XII. Member of Claimants' Committee in *In re: Complaint of Clearsky Shipping Corp., as Owner, and Cosco (H.K.) Shipping Company Limited, as Owner of the M/V BRIGHT FIELD, for Exoneration from or Limitation of Liability*, United States District Court, E.D. La., C.A. #96-4099, [case involving collision between the vessel BRIGHT FIELD and Poydras Street wharf/New Orleans Riverwalk; settlement].

- XIII. Court-appointed class counsel in *Lailhengue v. Mobil Oil*, 34<sup>th</sup> Judicial District Court (Parish of St. Bernard) [class action; refinery explosion case; settlement].
- XIV. Court-appointed class counsel in *Andry v. Murphy Oil*, 34<sup>th</sup> Judicial District Court (Parish of St. Bernard) [class action; refinery explosion case; settlement].
- XV. Court-appointed class counsel in *Kaiser Plant Explosion at Kaiser*, 23<sup>rd</sup> Judicial District Court (Parish of St. James) [class action; plant explosion; settlement].
3. I am familiar with the factual and legal issues involved in this litigation, and , as a lead negotiator on behalf of plaintiffs, have specific familiarity with all aspects of the proposed class settlement with defendant manufacturers.
4. I am aware of no conflict of interest between the proposed Class and proposed Class Representatives or Class Counsel.
5. I believe that the proposed settlement, as to plaintiff class members, is fair and reasonable and adequate would be in the best interests of the plaintiff class, and accordingly should be approved by this Court.
6. I believe that continued litigation of the claims brought against the Settling Manufacturer Defendants would be, as to plaintiff class members, complex, expensive and protracted.
7. I believe that the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure for the certification of a settlement class and approval of a class settlement, have been met herein.

  
GERALD E. MEUNIER, #9471

**EXHIBIT  
D**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 1873  
SECTION "N-5"**

**JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO ALL CASES**

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**DECLARATION OF JUSTIN I. WOODS**

COMES NOW Justin I. Woods, who, being of sound mind and lawful age, and subject to the penalties for perjury, deposes and states as follows:

1. My name is Justin I. Woods. I am a member of the Plaintiff's Steering Committee ("PSC"), and am Plaintiffs' Co-Liaison Counsel, as appointed by the court, in this case.

**Qualifications and Experience as Class Counsel**

2. I have been involved as common benefit counsel for plaintiffs in the following mass tort/class actions:

In Re Chemical Release at Bogalusa;

John Johnson v. Orleans Parish School Board;

SELA Drainage Project Litigation;

Patrick Joseph Turner, et al v. Murphy Oil USA, Inc.;

In Re National Security Agency Telecommunications Records Litigation – MDL 1791

In Re: Katrina Canal Breaches Consolidated Litigation

In Re: FEMA Trailer Formaldehyde Product Liability Litigation – MDL 1873  
Currently serving as Co-Liaison Counsel

3. I am familiar with the factual and legal issues involved in this litigation, and, as a lead negotiator on behalf of plaintiffs, have specific familiarity with all aspects of the proposed settlement.
4. I am aware of no conflict of interest between the proposed Class and proposed Class Representatives or Class Counsel.
5. I believe that the proposed settlement, as to plaintiff class members, is fair and reasonable and adequate and would be in the best interests of the plaintiff class, and accordingly should be approved by this Court.
6. I believe that continued litigation of the claims brought against the Settling Manufacturer Defendants would be, as to plaintiff class members, complex, expensive and protracted.
7. I believe that the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure for the certification of a settlement class and approval of a class settlement, have been met herein.

**Relevant and Significant Factors Regarding Objections and Opt-Outs**

8. Pursuant to the Court's Preliminary Approval Order entered on May 31, 2012, any class member wishing to object to the proposed settlement was required to file such objection with the Clerk of Court and mail a copy of the objection to Class Counsel to be received by no later than midnight on August 31, 2012. I received three (3) objection letters to the proposed settlement via mail; and I am aware that all such filed objections to the proposed settlement have since been withdrawn.

9. Pursuant to the court's Preliminary Approval Order, any putative class member wishing to opt out of the Class was required to mail the request for exclusion, to be postmarked no later than August 17, 2012. As Co-Liaison Counsel for plaintiffs, I received thirteen (13) timely requests for exclusion from the Class from putative class members. I am aware that all requests for exclusion have been withdrawn with the exception of the requests of three (3) putative class members. A listing of these three opt-outs is attached to this Declaration as Exhibit 1.

  
\_\_\_\_\_  
JUSTIN I. WOODS, #24713

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873  
SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO ALL CASES

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REQUESTS FOR EXCLUSION RECEIVED  
BY PLAINTIFFS' STEERING COMMITTEE

1. Theodore Johnson  
219 Patterson Drive  
Bogalusa, Louisiana 70427

Mr. Johnson has pending claims in this MDL against Gulf Stream Coach, Inc. and Fluor Enterprises, Inc. (09-cv-7999).

2. Henry Oliver  
15043 Hudson Krohn Road  
Biloxi, Mississippi 39532

Mr. Oliver has pending claims in this MDL against Keystone RV (a division of Thor Industries) and Bechtel National, Inc.

3. Earl Smith  
4941 Hearst Street  
Metairie, Louisiana 70001

Mr. Smith represents that he resided in an emergency housing unit manufactured by Gulf Stream Coach, Inc and that his unit was installed, maintained and/or refurbished by Shaw Environmental, Inc.



**EXHIBIT  
E**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 1873  
SECTION "N-5"**

**JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO:**

\*\*\*\*\*

**AFFIDAVIT OF CLASS REPRESENTATIVE**

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

BEFORE ME, the undersigned authority, personally came and appeared:

**GLEND A. B. MORELAND**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the FRONTIET RV, INC.; FRONTIER RV GEORGIA, L.L.C. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
GLENDA B. MORELAND

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 14<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC: Matthew B. Moreland  
LOUISIANA BAR ROLL NO. 24567  
MY COMMISSION EXPIRES: AT DEATH

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**ANTHONY DIXON**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Coachman Industries, Inc., Coachman RV Licensed Products Division, L.L.C.; Coachmen Recreational Vehicle Company, L.L.C.,

Coachmen Recreational Vehicles of Georgia, LLC; and the Viking Recreational Vehicles, LLC Settlement Group(s) in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

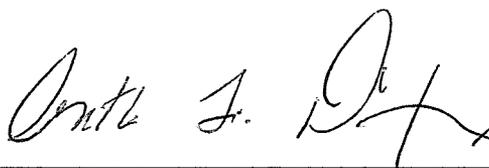
Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

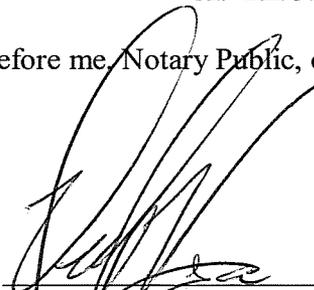
12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.



ANTHONY DIXON

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 18 day of September, 2012.



NOTARY PUBLIC: DENIS E. VEGA  
LOUISIANA BAR ROLL NO. 26740  
MY COMMISSION EXPIRES: AT DEATH

**DENIS E. VEGA**  
Notary Public for Parish of Jefferson  
State of Louisiana  
My Commission Issued for Life

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF *ORLEANS*

BEFORE ME, the undersigned authority, personally came and appeared:

**DOROTHY G. CARR**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Jayco, Inc.; Jayco Enterprises, Inc.; Jayco Corp.; Starcraft RV, Inc. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

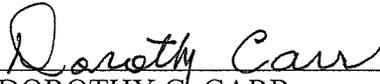
Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
DOROTHY G. CARR

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 19<sup>th</sup> day of September, 2012.

M. Palmer Lambert  
NOTARY PUBLIC  
State of Louisiana  
LA. Bar No. 33228  
My commission is issued for life.

  
NOTARY PUBLIC: M. PALMER LAMBERT  
LOUISIANA BAR ROLL NO. 33228  
MY COMMISSION EXPIRES: with life

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 1873**

**SECTION "N-5"**

**JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO:**

\*\*\*\*\*

**AFFIDAVIT OF CLASS REPRESENTATIVE**

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**MELVIN MACKEY**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the KZRV, LP Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

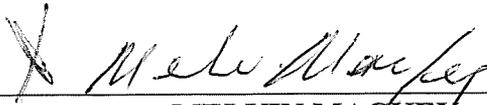
Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
**MELVIN MACKKEY**

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 18<sup>th</sup> day of  
September, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC: DENIS E. VEGA  
LOUISIANA BAR ROLL NO. 26740  
MY COMMISSION EXPIRES: AT DEATH

**DENIS E. VEGA**  
Notary Public for Parish of Jefferson  
State of Louisiana  
My Commission Issued for Life

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**TONI GARNER**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Monaco Coach Corporation Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

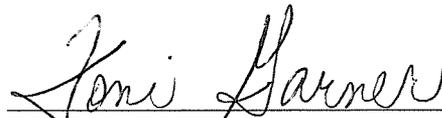
Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

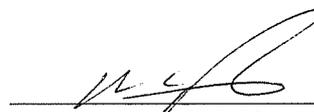
12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
TONI GARNER

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 19<sup>th</sup> day of September, 2012.

**M. Palmer Lambert**  
**NOTARY PUBLIC**  
**State of Louisiana**  
**LA. Bar No. 33228**  
My commission is issued for life

  
\_\_\_\_\_  
NOTARY PUBLIC: M. PALMER LAMBERT  
LOUISIANA BAR ROLL NO. 33228  
MY COMMISSION EXPIRES: with life

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**PETER DAUNOY, III**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Skyline Corporation, Inc.; Skyline Homes, Inc.; Layton Homes Corp.; Homette Corporation Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

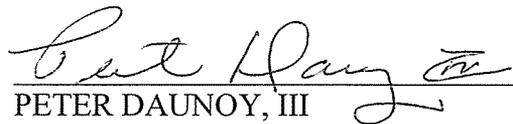
Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

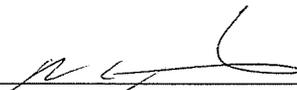
12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
PETER DAUNOY, III

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 13<sup>th</sup> day of September, 2012.

**M. Palmer Lambert**  
**NOTARY PUBLIC**  
**State of Louisiana**  
**LA. Bar No. 33228**  
My commission is issued for life.

  
NOTARY PUBLIC: M. PALMER LAMBERT  
LOUISIANA BAR ROLL NO. 33228  
MY COMMISSION EXPIRES: with life

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

\* MDL NO. 1873  
\*  
\* SECTION "N-5"  
\*

THIS DOCUMENT RELATES TO: 09-3868  
*Gregory Brown, et al. v. Pilgrim International, Inc., et al.*

\* JUDGE ENGELHARDT  
\* MAGISTRATE CHASEZ

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE, GREGORY R. BROWN

STATE OF LOUISIANA  
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**GREGORY R. BROWN**

who, upon being duly sworn, did depose and state as follows:

**1.**

Affiant is a proposed member of the travel trailer settlement class in this litigation.

**2.**

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

**3.**

Affiant is a proposed Class Representative for the Pilgrim International, Inc. Settlement Group in the proposed manufacturer settlement class.

**4.**

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

**5.**

Affiant states that his interests are not antagonistic to the interests of the Class.

**6.**

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

**7.**

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

**8.**

Affiant declares there has been no collusion affecting the agreement.

**9.**

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residing in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

**10.**

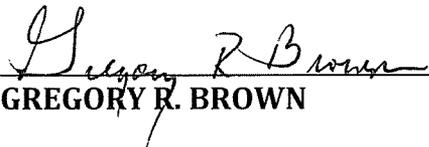
Affiant further declares that, in his opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

**11.**

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

**12.**

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
**GREGORY R. BROWN**

SWORN TO AND SUBSCRIBED before me,

Notary Public, on this 11<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
**CANDICE C. SIRMON, Notary Public**  
Louisiana Bar Roll No. 30728  
My commission expires with life.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:

**KIM SIVERIO**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Cruiser RV, LLC; Doubletree RV, L.L.C. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
KIM SIVERIO

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 17<sup>th</sup> day of September, 2012.

M. Palmer Lambert  
NOTARY PUBLIC  
State of Louisiana  
LA. Bar No. 33228  
My commission is issued for life.

  
NOTARY PUBLIC: M. PALMER LAMBERT  
LOUISIANA BAR ROLL NO. 33228  
MY COMMISSION EXPIRES: with life

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873  
SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**RAYMOND BELL, JR.**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Thor Industries, Inc., Thor California, Inc., Citair, Inc., Damon Motor Coach, DS Corp. d/b/a CrossRoads RV, Inc., Dutchmen

Manufacturing, Inc., Four Winds International Corporation, Keystone RV Company, and Komfort Corp. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

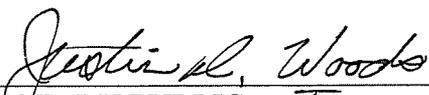
Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
RAYMOND BELL, JR.

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 17<sup>TH</sup> day of  
September, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC: JUSTIN I. WOODS  
LOUISIANA BAR ROLL NO. 24713  
MY COMMISSION EXPIRES: AT MY DEATH

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**CLYDE R. BEAN**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Gulf Stream Coach, Inc. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

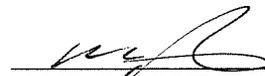
12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
CLYDE R. BEAN

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 19<sup>th</sup> day of  
September, 2012.

M. Palmer Lambert  
NOTARY PUBLIC  
State of Louisiana  
LA. Bar No. 33228  
My commission is issued for life.

  
\_\_\_\_\_  
NOTARY PUBLIC: M. PALMER LAMBERT  
LOUISIANA BAR ROLL NO. 33228  
MY COMMISSION EXPIRES: with life

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**ABBIE J. WEST**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Forest River, Inc.; Vanguard Industries of Michigan, Inc.; Vanguard, Inc. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

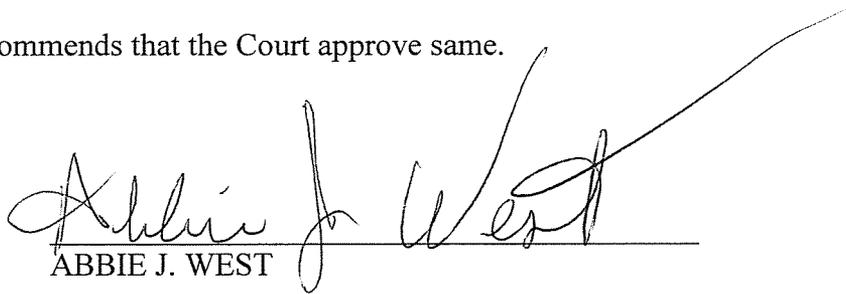
Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
ABBIE J. WEST

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 22<sup>nd</sup> day of September, 2012.

M. Palmer Lambert  
NOTARY PUBLIC  
State of Louisiana  
LA. Bar No. 33228  
My commission is issued for life

  
\_\_\_\_\_  
NOTARY PUBLIC: M. PALMER LAMBERT  
LOUISIANA BAR ROLL NO. 33228  
MY COMMISSION EXPIRES: with life

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:

**CRAIG RAY SR.**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the PLAY-MOR Trailers Inc. Settlement Group in the proposed manufacturer settlement class.

-2-  
4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

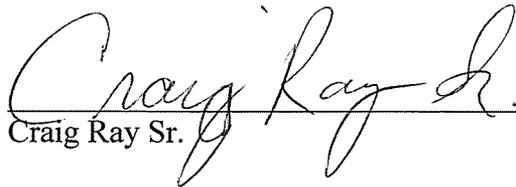
11.

-3-

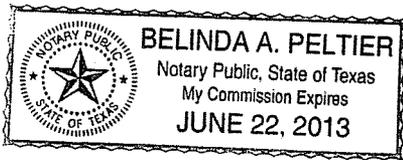
Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

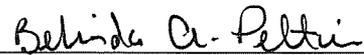
12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
Craig Ray Sr.

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 19<sup>th</sup> day of September, 2012.



  
NOTARY PUBLIC: Texas  
TEXAS BAR ROLL NO. Jefferson  
MY COMMISSION EXPIRES: June 22, 2013

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**MARY HARRIS**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the SunRay R.V., L.L.C. and SunRay Investments, L.L.C. Settlement Group in the proposed manufacturer settlement class.

-2-

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

-3-

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

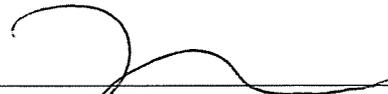
12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
Mary Harris

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 15<sup>th</sup> day of September, 2012.

LOUIS A. GENDES JR.  
NOTARY # 23800

  
\_\_\_\_\_  
NOTARY PUBLIC:  
LOUISIANA BAR ROLL NO. 6030  
MY COMMISSION EXPIRES: at death

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**TRINA BROWN**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Heartland Recreational Vehicles, L.L.C. Settlement Group in the proposed manufacturer settlement class.

-2-

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

-3-

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

Trina Brown  
Trina Brown

SWORN TO AND SUBSCRIBED before me, Notary Public, on this \_\_\_\_ day of  
September, 2012.

JOHN A. GARDNER  
NOTARY # 23803

[Signature]  
NOTARY PUBLIC:  
LOUISIANA BAR ROLL NO. 6030  
MY COMMISSION EXPIRES: At death

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:

**LISA BROOME**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Timberland R. V. Company, Inc. d/b/a Adventure Manufacturing Settlement Group in the proposed manufacturer settlement class.

-2-

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

-3-

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
\_\_\_\_\_  
Lisa Broome

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 20<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC: 36417  
LOUISIANA BAR ROLL NO. 3072  
MY COMMISSION EXPIRES: at Death

**J. HUNTER BIENVENU**  
**A PROFESSIONAL LAW CORPORATION**  
**718 THIRD STREET**  
**GRETNA, LA 70053**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

R-Vision, Inc. Settlement Group

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF *Orleans*

BEFORE ME, the undersigned authority, personally came and appeared:

**CYNTHIA DEVORE**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the R-Vision, Inc. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

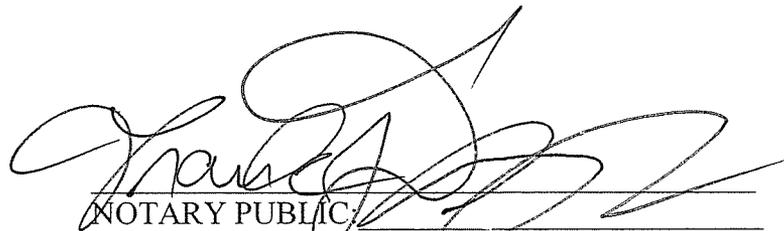
Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
CYNTHIA DEVORE

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 24<sup>th</sup> day of September, 2012.

  
NOTARY PUBLIC  
LOUISIANA BAR ROLL NO. \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**Frank J. D'Amico, Jr., Esq.**  
**La. Bar No. 17519**  
**My Commission is for Life**  
**622 Baronne Street**  
**New Orleans, LA 70117**  
**(504) 525-7277**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873  
SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

*Recreation By Design, LLC; TL Industries, Inc. Settlement Group*

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF LOUISIANA

PARISH OF Orleans

BEFORE ME, the undersigned authority, personally came and appeared:

**CHRISTOPER LOVE,**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Recreation By Design, LLC; TL Industries, Inc. Settlement Group in the proposed manufacturer settlement class.

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm`s-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant`s claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency (“FEMA”).

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

11.

Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
CHRISTOPHER LOVE

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 24<sup>th</sup> day of September, 2012.

  
NOTARY PUBLIC: \_\_\_\_\_  
LOUISIANA BAR ROLL NO. \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
**Frank J. D'Amico, Jr., Esq.**  
**La. Bar No. 17519**  
**My Commission is for Life**  
**622 Baronne Street**  
**New Orleans, LA 70113**  
**(504) 525-7272**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION

MDL NO. 1873

SECTION "N-5"

JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ

THIS DOCUMENT IS RELATED TO:

\*\*\*\*\*

AFFIDAVIT OF CLASS REPRESENTATIVE

STATE OF TEXAS

COUNTY OF NEWTON

BEFORE ME, the undersigned authority, personally came and appeared:

**CENTRA MYERS**

who, upon being duly sworn, did depose and state as follows:

1.

Affiant is a proposed member of the travel trailer settlement class in this litigation.

2.

Affiant is familiar with and knowledgeable of the status of this litigation, all significant developments that have occurred, and the key legal issues.

3.

Affiant is a proposed Class Representative for the Hy-Line Enterprises, Inc., n/k/a FRH, Inc. Settlement Group in the proposed manufacturer settlement class.

-2-

4.

Affiant accepts and understands the fiduciary duty owed to the Class, and will faithfully discharge same.

5.

Affiant states that his/her interests are not antagonistic to the interests of the Class.

6.

Affiant is familiar with the terms of the settlement and negotiations pertaining thereto.

7.

Affiant understands and is aware that the settlement was reached as a result of extensive arm's-length bargaining.

8.

Affiant declares there has been no collusion affecting the agreement.

9.

Affiant's claims made in this litigation are for physical injury associated with exposure to formaldehyde in connection with residence in a travel trailer provided by the Federal Emergency Management Agency ("FEMA").

10.

Affiant further declares that, in his/her opinion, the settlement is fair and reasonable in light of the complexity of this litigation and the associated risks, delays and expense involved.

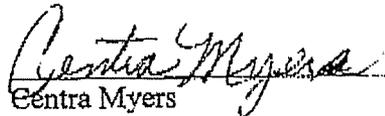
11.

-3-

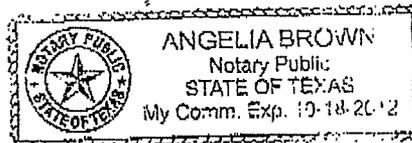
Affiant has been advised by class counsel specifically about the risks and costs of proceeding with this case in light of the verdicts entered in the bellwether trials that have been conducted. Affiant believes that this information also supports the approval of this settlement as fair and reasonable.

12.

Affiant is of the opinion that this settlement is in the best interest of the Class and therefore endorses the settlement and recommends that the Court approve same.

  
Centra Myers

SWORN TO AND SUBSCRIBED before me, Notary Public, on this 19<sup>th</sup> day of  
September, 2012.



NOTARY PUBLIC: Angelia Brown  
TEXAS BAR ROLL NO. \_\_\_\_\_  
MY COMMISSION EXPIRES: 10-18-2012

**EXHIBIT  
F**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

---

**IN RE: FEMA TRAILER  
FORMALDEHYDE PRODUCTS  
LIABILITY LITIGATION**

**MDL NO. 1873**

**SECTION "N" (4)**

***This applies to All Cases***

**JUDGE ENGELHARDT**

**MAGISTRATE CHASEZ**

---

**AFFIDAVIT**

Before me, the undersigned notary public came:

**Ryan E. Johnson**

who after being duly sworn, did say:

1. My name is Ryan E. Johnson. I am a partner with the law firm of Jones, Walker, Waechter, Poitevent, Carrere and Denegre, L.P.
2. I was appointed as Co-Liaison Counsel for the Settling Defendants in the MDL proceeding referenced above. The matters in this affidavit are based on my personal knowledge.
3. On behalf of all the Settling Defendants, on April 20, 2012, notice of the proposed class settlement, as required under the Class Action Fairness Act, §28 U.S.C. 1715, *et seq.* ("CAFA"), was sent to the following governmental entities:

- Hon. Luther Strange (Alabama Attorney General)
- Hon. Jim L. Ridling (Alabama Insurance Commissioner)
- Hon. Eric Holder (United States Attorney General)
- Mr. Chuck Nelms (Executive Director of the Mississippi Motor Vehicle Commission)
- Hon. Mike Chaney (Mississippi Insurance Commissioner)
- Hon. Jim Hood (Mississippi Attorney General)
- Lessie A. House (Executive Director of the Louisiana Motor Vehicle Commission)
- Hon. James J. Donelon (Louisiana Insurance Commissioner)
- Hon. James D. Caldwell (Louisiana Attorney General)
- Mr. Bill Harbeson (Interim Director at the Department of Transportation, Motor Vehicles Division)
- Hon. Eleanor Kitzman (Texas Insurance Commissioner)
- Hon. Greg Abbott (Texas Attorney General)

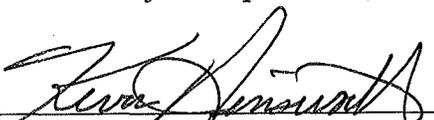
4. Then, on June 5, 2012, I sent an updated notice of the proposed class settlement, as required by CAFA, to the same governmental entities listed in Paragraph 4 above. The purpose of the updated notice was to add additional settling defendants who had not reached a settlement (and therefore were not included), when I sent the initial notice on April 20, 2012.
5. The April 20, 2012 and June 5, 2012 notices were both sent by Federal Express.

6. I have attached as Exhibit "1" to this affidavit, true and correct copies of the cover letters I sent on April 20, 2012, along with the Federal Express delivery receipts for each letter.
7. I have attached as Exhibit "2" to this affidavit, true and correct copies of the cover letters I sent on June 5, 2012, along with the Federal Express delivery receipts for each letter.

Baton Rouge, Louisiana, this 24th day of September, 2012.

  
\_\_\_\_\_  
Ryan E. Johnson

Sworn and Subscribed before me,  
this 24th day of September, 2012.

  
\_\_\_\_\_  
Kevin O. Ainsworth, Notary Public  
La. Bar Roll No. 26777  
My Commission Expires at  
Death

**Kevin O. Ainsworth**  
Notary Public  
Parish of East Baton Rouge  
State of Louisiana  
My Commission is for Life  
LA Bar Roll No. 26777



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

April 20, 2012

**BY FEDERAL EXPRESS**

The Honorable Luther Strange  
Alabama Attorney General  
501 Washington Avenue  
Montgomery, Alabama 36104

**BY FEDERAL EXPRESS**

The Honorable Jim L. Ridling  
State Insurance Commissioner  
Alabama Department of Insurance  
201 Monroe Street, Suite 502  
Montgomery, Alabama 36104

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Mr. Strange and Mr. Ridling:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* ("CAFA"), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play'Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, and Westchester Insurance Company.

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

8555 UNITED PLAZA BOULEVARD · BATON ROUGE, LOUISIANA 70809-7000 · 225-248-2000 · FAX 225-248-2010 · E-MAIL info@joneswalker.com · www.joneswalker.com

ALABAMA ARIZONA DISTRICT OF COLUMBIA FLORIDA LOUISIANA TEXAS

{B0790845.1}

April 20, 2012  
Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The proposed Preliminary Approval Order to be issued by the Court.
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. *See* 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website (<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

Yours truly,



Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

**From:** TrackingUpdates@emails.fedex.com  
**Sent:** Tuesday, April 24, 2012 9:39 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798310674440 Delivered

[fedex.com](#) | [Ship](#) | [Track](#) | [Manage](#) | [Learn](#) | [Office/Print Services](#)



# Your shipment has been delivered.

Tracking # 798310674440

Friday 4/20/2012



Tuesday 4/24/2012

Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Delivered

Hon. Luther Strange  
Alabama Office of the Attny  
General  
501 Washington Avenue  
Montgomery  
AL  
US  
36104

## Shipment Facts

Our records indicate that the following shipment has been delivered:

**Tracking number:** 798310674440  
**Reference:** 111607-14  
**Ship (P/U) date:** Apr 20, 2012  
**Delivery date:** Apr 24, 2012 9:33 AM  
**Sign for by:** D.SELF  
**Delivery location:** Montgomery, AL  
**Delivered to:** Receptionist/Front Desk  
**Service type:** FedEx Standard Overnight  
**Packaging type:** FedEx Box  
**Number of pieces:** 1  
**Weight:** 2.00 lb.  
**Special handling/Services:** Direct Signature Required

Keep your emails fresh.



Use FedEx Home Delivery<sup>®</sup> to ship to family and friends.

[Learn more](#)

Deliver Weekday

This tracking update has been requested by:

**Company name:** Jones Walker  
**Name:** Ryan E. Johnson  
**Email:** joropesa@joneswalker.com

Click and ask.  
Click and watch.



More ►

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Tuesday, April 24, 2012 10:18 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170931 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Apr 20, 2012  
Delivery date: Apr 24, 2012 10:16 AM  
Sign for by: S.GLOVER  
Delivery location: Montgomery, AL  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Standard Overnight  
Packaging type: FedEx Box  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793480170931](https://www.fedex.com/track/793480170931)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Hon. Jim L. Ridling  
Alabama Department of Insurance  
201 Monroe Street  
Suite 502  
Montgomery  
AL  
US  
36104

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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

April 20, 2012

**BY FEDERAL EXPRESS**

The Honorable Eric Holder  
United States Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear General Holder:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* ("CAFA"), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

---

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play'Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, and Westchester Insurance Company.

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

8555 UNITED PLAZA BOULEVARD • BATON ROUGE, LOUISIANA 70809-7000 • 225-248-2000 • FAX 225-248-2010 • E-MAIL info@joneswalker.com • www.joneswalker.com

ALABAMA ARIZONA DISTRICT OF COLUMBIA FLORIDA LOUISIANA TEXAS

{B0790681.1}

April 20, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

In accordance with CAFA, the Defendants are enclosing the following documents:

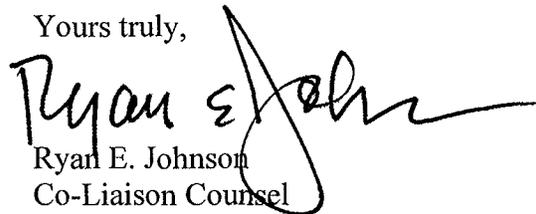
1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The proposed Preliminary Approval Order to be issued by the Court.
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. See 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website (<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

Yours truly,

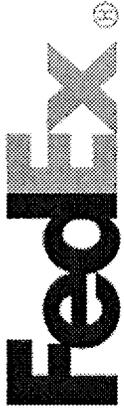
  
Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

**From:** TrackingUpdates@emails.fedex.com  
**Sent:** Monday, April 23, 2012 8:29 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170346 Delivered

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# Your shipment has been delivered.

Tracking # 793480170346

Friday 4/20/2012



Monday 4/23/2012

**Ryan E. Johnson**  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Delivered

**Honorable Eric Holder**  
U.S. Department of Justice  
950 Pennsylvania Ave, NW  
Washington  
DC  
US  
20530

## Shipment Facts

Our records indicate that the following shipment has been delivered:

**Tracking number:** 793480170346  
**Reference:** 111607-14  
**Ship (P/U) date:** Apr 20, 2012  
**Delivery date:** Apr 23, 2012 9:21 AM  
**Sign for by:** A.OWENS  
**Delivery location:** Washington, DC  
**Delivered to:** Receptionist/Front Desk  
**Service type:** FedEx Standard Overnight  
**Packaging type:** FedEx Box  
**Number of pieces:** 1  
**Weight:** 2.00 lb.  
**Special handling/Services:** Direct Signature Required  
Deliver Weekday

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This tracking update has been requested by:

Company name: Jones Walker  
Name: Ryan E. Johnson  
Email: joropesa@joneswalker.com

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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

April 20, 2012

**BY FEDERAL EXPRESS**

Mr. Chuck Nelms, Executive Director  
Mississippi Motor Vehicle Commission  
1755 Lelia Drive, Suite 200  
Jackson, Mississippi 39216

**BY FEDERAL EXPRESS**

The Honorable Jim Hood  
Mississippi Attorney General's Office  
Walter Sillers Building  
550 High Street, Suite 1200  
Jackson, Mississippi 39201

The Honorable Mike Chaney  
Mississippi Insurance Department  
1001 Woolfolk State Office Building  
501 North West Street  
Jackson, Mississippi 39201

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers In Re: Fema Trailer Formaldehyde Product Liability Litigation, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Mr. Nelms, Mr. Hood, and Mr. Chaney:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* ("CAFA"), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

---

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play'Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa.,  
JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

April 20, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The proposed Preliminary Approval Order to be issued by the Court.
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. *See* 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website (<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

---

SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, and Westchester Insurance Company.

April 20, 2012  
Page 3

Yours truly,

A handwritten signature in black ink, appearing to read "Ryan E. Johnson", with a long horizontal stroke extending to the right.

Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Monday, April 23, 2012 9:04 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170806 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Apr 20, 2012  
Delivery date: Apr 23, 2012 8:40 AM  
Sign for by: L.ORDONO  
Delivery location: Jackson, MS  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Standard Overnight  
Packaging type: FedEx Box  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793480170806](https://www.fedex.com/track/793480170806)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Mr. Chuck Nelms  
Mississippi Motor Vehicle  
Commissio  
1755 Lelia Drive  
Suite 200  
Jackson  
MS  
US  
39216

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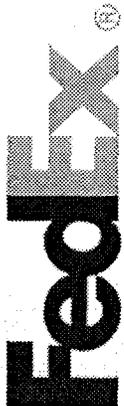
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**Oropesa, Jessica**

**From:** TrackingUpdates@emails.fedex.com  
**Sent:** Monday, April 23, 2012 10:00 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798310674484 Delivered

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Tracking # 798310674484

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Monday 4/23/2012

Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Delivered

Hon. Mike Chaney  
Mississippi Insurance  
Department  
1001 Woolfolk State Office  
Building  
501 North West Street  
Jackson  
MS  
US  
39201

### Shipment Facts

Our records indicate that the following shipment has been delivered:

**Tracking number:** 798310674484  
**Reference:** 111607-14  
**Ship (P/U) date:** Apr 20, 2012  
**Delivery date:** Apr 23, 2012 9:55 AM  
**Sign for by:** H.ERVIN  
**Delivery location:** Jackson, MS  
**Delivered to:** Receptionist/Front Desk  
**Service type:** FedEx Standard Overnight  
**Packaging type:** FedEx Box  
**Number of pieces:** 1

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**Special handling/Services:** Direct Signature Required  
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**Company name:** Jones Walker  
**Name:** Ryan E. Johnson  
**Email:** joropesa@joneswalker.com

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Monday, April 23, 2012 9:38 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170688 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Apr 20, 2012  
Delivery date: Apr 23, 2012 9:34 AM  
Sign for by: D.HARDIN  
Delivery location: Jackson, MS  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Standard Overnight  
Packaging type: FedEx Box  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793480170688](https://www.fedex.com/track/793480170688)

Shipper Information

Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information

Hon. Jim Hood  
Mississippi Office of Atty General  
550 High Street  
Suite 1200  
Jackson  
MS  
US  
39201

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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

April 20, 2012

**BY FEDERAL EXPRESS**

Lessie A. House, Executive Director  
Louisiana Motor Vehicle Commission  
3519 12th Street  
Metairie, Louisiana 70002

The Honorable James J. Donelon  
Commissioner  
Louisiana Department of Insurance  
1702 N. Third Street  
Baton Rouge, Louisiana 70802

**BY FEDERAL EXPRESS**

The Honorable James D. Caldwell  
Louisiana Attorney General  
1885 North Third Street  
Baton Rouge, Louisiana 70802

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers In Re: Fema Trailer Formaldehyde Product Liability Litigation, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Ms. House, Mr. Caldwell, and Mr. Donelon:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* ("CAFA"), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play'Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a JONES, WALKER, WAECHTER, POITEVENT, CARRERE & DENÈGRE L.L.P.

April 20, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The proposed Preliminary Approval Order to be issued by the Court.
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. See 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website (<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials.

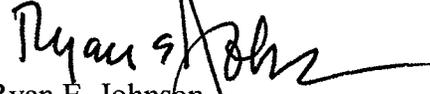
If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

---

FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, and Westchester Insurance Company.

April 20, 2012  
Page 3

Yours truly,

A handwritten signature in black ink, appearing to read "Ryan E. Johnson", with a long horizontal flourish extending to the right.

Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Monday, April 23, 2012 1:40 PM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170758 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Apr 20, 2012  
Delivery date: Apr 23, 2012 1:33 PM  
Sign for by: D.WILLIAMS  
Delivery location: Metairie, LA  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Standard Overnight  
Packaging type: FedEx Box  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793480170758](https://www.fedex.com/track/793480170758)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Lessie A. House  
Louisiana Motor Vehicle Commission  
3519 12th Street  
Metairie  
LA  
US  
70002

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Monday, April 23, 2012 9:50 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798310674212 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Apr 20, 2012  
Delivery date: Apr 23, 2012 9:46 AM  
Sign for by: J.BROCK  
Delivery location: Baton Rouge, LA  
Delivered to: Mailroom  
Service type: FedEx Standard Overnight  
Packaging type: FedEx Box  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [798310674212](https://www.fedex.com/track/798310674212)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Hon. James J. Donelon  
Louisiana Department of Insurance  
1702 North Third Street  
Baton Rouge  
LA  
US  
70802

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**Oropesa, Jessica**

**From:** TrackingUpdates@emails.fedex.com  
**Sent:** Monday, April 23, 2012 9:55 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170622 Delivered

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## Your shipment has been delivered.

Tracking # 793480170622

Friday 4/20/2012



Monday 4/23/2012

Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Delivered

Hon. James D. Caldwell  
Office of the Attorney General  
1885 North Third Street  
Baton Rouge  
LA  
US  
70802

### Shipment Facts

Our records indicate that the following shipment has been delivered:

**Tracking number:** 793480170622  
**Reference:** 111607-14  
**Ship (P/U) date:** Apr 20, 2012  
**Delivery date:** Apr 23, 2012 9:50 AM  
**Sign for by:** C.BLANCHARD  
**Delivery location:** Baton Rouge, LA  
**Delivered to:** Mailroom  
**Service type:** FedEx Standard Overnight  
**Packaging type:** FedEx Box  
**Number of pieces:** 1  
**Weight:** 2.00 lb.  
**Special handling/Services:** Direct Signature Required  
Deliver Weekday

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This tracking update has been requested by:

Company name: Jones Walker  
Name: Ryan E. Johnson  
Email: joropesa@joneswalker.com

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and take your business global.



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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

April 20, 2012

**BY FEDERAL EXPRESS**

Mr. Bill Harbeson, Interim Director  
Department of Transportation—  
Motor Vehicles Division  
4000 Jackson Avenue  
Austin, Texas 78731

The Honorable Eleanor Kitzman  
Commissioner  
Texas Department of Insurance  
333 Guadalupe  
Austin, Texas 78701

**BY FEDERAL EXPRESS**

The Honorable Greg Abbott  
Office of the Attorney General  
300 W. 15th Street  
Austin, Texas 78711-2548

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Mr. Harbeson, Mr. Abbott, and Ms. Kitzman:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* (“CAFA”), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play’Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa.,  
JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

April 20, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The proposed Preliminary Approval Order to be issued by the Court.
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. See 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website (<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

---

SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, and Westchester Insurance Company.

April 20, 2012  
Page 3

Yours truly,

A handwritten signature in black ink, appearing to read "Ryan E. Johnson", written over a printed name.

Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Monday, April 23, 2012 10:02 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170574 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Apr 20, 2012  
Delivery date: Apr 23, 2012 9:57 AM  
Sign for by: P.MONCADA  
Delivery location: Austin, TX  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Standard Overnight  
Packaging type: FedEx Box  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793480170574](https://www.fedex.com/track/793480170574)

Shipper Information

Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information

Mr. Bill Harbeson  
Texas Department of Motor Vehicles  
4000 Jackson Avenue  
Austin  
TX  
US  
78731

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Monday, April 23, 2012 7:45 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798310674153 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Apr 20, 2012  
Delivery date: Apr 23, 2012 7:42 AM  
Sign for by: E.CANTU  
Delivery location: Austin, TX  
Delivered to: Mailroom  
Service type: FedEx Standard Overnight  
Packaging type: FedEx Box  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [798310674153](https://www.fedex.com/track/798310674153)

Shipper Information	Recipient Information
Ryan E. Johnson	Hon. Eleanor Kitzman
Jones Walker	Texas Department of Insurance
8555 United Plaza Blvd	333 Guadalupe
Baton Rouge	Austin
LA	TX
US	US
70809	78701

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**Oropesa, Jessica**

**From:** TrackingUpdates@emails.fedex.com  
**Sent:** Monday, April 23, 2012 9:16 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793480170471 Delivered

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# Your shipment has been delivered.

Tracking # 793480170471

Friday 4/20/2012



Monday 4/23/2012

**Ryan E. Johnson**  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Delivered

**Hon. Greg Abbott**  
Office of the Attorney General  
300 W. 15th Street  
Austin  
TX  
US  
78711

## Shipment Facts

Our records indicate that the following shipment has been delivered:

**Tracking number:** 793480170471  
**Reference:** 111607-14  
**Ship (P/U) date:** Apr 20, 2012  
**Delivery date:** Apr 23, 2012 8:51 AM  
**Sign for by:** J.STERLING  
**Delivery location:** Austin, TX  
**Delivered to:** Receptionist/Front Desk  
**Service type:** FedEx Standard Overnight  
**Packaging type:** FedEx Box  
**Number of pieces:** 1  
**Weight:** 2.00 lb.  
**Special handling/Services:** Direct Signature Required  
Deliver Weekday



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This tracking update has been requested by:

Company name: Jones Walker  
Name: Ryan E. Johnson  
Email: joropesa@joneswalker.com



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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

June 5, 2012

**BY FEDERAL EXPRESS**

Mr. Bill Harbeson, Interim Director  
Department of Transportation—  
Motor Vehicles Division  
4000 Jackson Avenue  
Austin, Texas 78731

**BY FEDERAL EXPRESS**

The Honorable Greg Abbott  
Office of the Attorney General  
300 W. 15th Street  
Austin, Texas 78701

The Honorable Eleanor Kitzman  
Commissioner  
Texas Department of Insurance  
333 Guadalupe  
Austin, Texas 78701

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Mr. Harbeson, Mr. Abbott, and Ms. Kitzman:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* ("CAFA"), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play'Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

June 5, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

As you know, on April 20, 2012, we sent you a CAFA notice on behalf of many of the defendants identified in this letter. Since that time, several additional defendants have joined the proposed settlement class and motion filed with the Court. As a result of adding these additional defendants, the parties have filed a joint motion with the Court to amend certain documents submitted in support of the pending Motion for Approval of Class Settlement, and thus we are providing another notice to you, so that you have the most current version of the documents related to the proposed class settlement.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The May 31, 2012 Preliminary Approval Order issued by the Court (Rec. Doc. No. 25666).
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. *See* 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website

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SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, Westchester Insurance Company, Forest River, Inc., Vanguard Industries of Michigan, Inc., Vanguard, L.L.C., Gulf Stream Coach, Inc., Fairmont Homes, Inc., Jayco, Inc., Jayco Enterprises, Inc., Jayco Corp., Starcraft RV, Inc., Interstate Fire and Casualty Company, Westchester Specialty Insurance Company and Arch Specialty Insurance Company, Monaco Coach Corporation, Insurance Company of the State of Pennsylvania, and Chartis Select Insurance Company (formerly Starr Excess Liability Insurance Company).

June 5, 2012

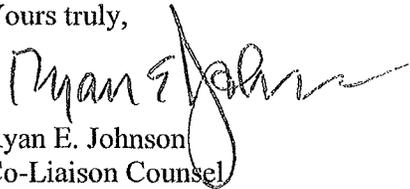
Page 3

(<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials. The Court has set the Fairness Hearing in this matter for September 27, 2012.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

Yours truly,



Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 10:05 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641653816 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 9:38 AM  
Sign for by: C.YGNACIO  
Delivery location: AUSTIN, TX  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793641653816](https://www.fedex.com/track/793641653816)

Shipper Information	Recipient Information
Ryan E. Johnson	Bill Harbeson
Jones Walker	Department of Transportation
8555 United Plaza Blvd	4000 JACKSON AVE
Baton Rouge	MOTOR VEHICLES DIVISION
LA	AUSTIN
US	TX
70809	US
	78731

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 8:53 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798472196501 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 8:49 AM  
Sign for by: J.RIVERA  
Delivery location: Austin, TX  
Delivered to: Mailroom  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [798472196501](https://www.fedex.com/track/798472196501)

Shipper Information

Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information

Eleanor Kitzman  
Texas Department of Insurance  
333 Guadalupe  
Austin  
TX  
US  
78701

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 9:26 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641653860 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 9:22 AM  
Sign for by: B.BECK  
Delivery location: AUSTIN, TX  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793641653860](https://www.fedex.com)

Shipper Information	Recipient Information
Ryan E. Johnson	Greg Abbott
Jones Walker	Office of Attorney General
8555 United Plaza Blvd	300 W 15TH ST
Baton Rouge	AUSTIN
LA	TX
US	US
70809	78701

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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

June 5, 2012

**BY FEDERAL EXPRESS**

✓ The Honorable Luther Strange  
Alabama Attorney General  
501 Washington Avenue  
Montgomery, Alabama 36104

**BY FEDERAL EXPRESS**

✓ The Honorable Jim L. Ridling  
State Insurance Commissioner  
Alabama Department of Insurance  
201 Monroe Street, Suite 502  
Montgomery, Alabama 36104

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Mr. Strange and Mr. Ridling:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* (“CAFA”), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play’Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, Westchester Insurance Company, Forest River, Inc., Vanguard Industries of Michigan, Inc., Vanguard, L.L.C., Gulf Stream Coach, Inc.,

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

June 5, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

As you know, on April 20, 2012, we sent you a CAFA notice on behalf of many of the defendants identified in this letter. Since that time, several additional defendants have joined the proposed settlement class and motion filed with the Court. As a result of adding these additional defendants, the parties have filed a joint motion with the Court to amend certain documents submitted in support of the pending Motion for Approval of Class Settlement, and thus we are providing another notice to you, so that you have the most current version of the documents related to the proposed class settlement.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The May 31, 2012 Preliminary Approval Order issued by the Court (Rec. Doc. No. 25666).
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. See 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website (<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this

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Fairmont Homes, Inc., Jayco, Inc., Jayco Enterprises, Inc., Jayco Corp., Starcraft RV, Inc., Interstate Fire and Casualty Company, Westchester Specialty Insurance Company and Arch Specialty Insurance Company, Monaco Coach Corporation, Insurance Company of the State of Pennsylvania, and Chartis Select Insurance Company (formerly Starr Excess Liability Insurance Company).

June 5, 2012

Page 3

CAFA notice is served on you and the other appropriate state officials. The Court has set the Fairness Hearing in this matter for September 27, 2012.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

Yours truly,



Ryan E. Johnson

Co-Liaison Counsel

Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 10:07 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798472196913 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 10:01 AM  
Sign for by: D.SELF  
Delivery location: Montgomery, AL  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [798472196913](https://www.fedex.com/track/798472196913)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Luther Strange  
Office of the Attorney General  
501 Washington Avenue  
Montgomery  
AL  
US  
36104

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 10:06 AM CDT on 06/06/2012.

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 10:25 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798472196707 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 10:20 AM  
Sign for by: M.WHATLEY  
Delivery location: MONTGOMERY, AL  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [798472196707](https://www.fedex.com/track/798472196707)

Shipper Information	Recipient Information
Ryan E. Johnson	Jim Ridling
Jones Walker	Alabama Department of Insurance
8555 United Plaza Blvd	201 MONROE ST STE 502
Baton Rouge	MONTGOMERY
LA	AL
US	US
70809	36104

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 10:24 AM CDT on 06/06/2012.

To learn more about FedEx Express, please visit our website at [fedex.com](http://fedex.com).

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To track the latest status of your shipment, click on the tracking number above, or visit us at [fedex.com](http://fedex.com).

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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

June 5, 2012

**BY FEDERAL EXPRESS**

✓ Lessie A. House, Executive Director  
Louisiana Motor Vehicle Commission  
3519 12th Street  
Metairie, Louisiana 70002

**BY FEDERAL EXPRESS**

✓ The Honorable James D. Caldwell  
Louisiana Attorney General  
1885 North Third Street  
Baton Rouge, Louisiana 70802

✓ The Honorable James J. Donelon  
Commissioner  
Louisiana Department of Insurance  
1702 N. Third Street  
Baton Rouge, Louisiana 70802

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Ms. House, Mr. Caldwell, and Mr. Donelon:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* ("CAFA"), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play'Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

June 5, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

As you know, on April 20, 2012, we sent you a CAFA notice on behalf of many of the defendants identified in this letter. Since that time, several additional defendants have joined the proposed settlement class and motion filed with the Court. As a result of adding these additional defendants, the parties have filed a joint motion with the Court to amend certain documents submitted in support of the pending Motion for Approval of Class Settlement, and thus we are providing another notice to you, so that you have the most current version of the documents related to the proposed class settlement.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The May 31, 2012 Preliminary Approval Order issued by the Court (Rec. Doc. No. 25666).
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential Class Members* developed by the Plaintiffs' Steering Committee for class notice purposes. *See* 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website

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FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, Westchester Insurance Company, Forest River, Inc., Vanguard Industries of Michigan, Inc., Vanguard, L.L.C., Gulf Stream Coach, Inc., Fairmont Homes, Inc., Jayco, Inc., Jayco Enterprises, Inc., Jayco Corp., Starcraft RV, Inc., Interstate Fire and Casualty Company, Westchester Specialty Insurance Company and Arch Specialty Insurance Company, Monaco Coach Corporation, Insurance Company of the State of Pennsylvania, and Chartis Select Insurance Company (formerly Starr Excess Liability Insurance Company).

June 5, 2012

Page 3

<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials. The Court has set the Fairness Hearing in this matter for September 27, 2012.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

Yours truly,



Ryan E. Johnson  
Co-Liaison Counsel

Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 9:53 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641653724 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 9:24 AM  
Sign for by: R.JOHNSON  
Delivery location: METAIRIE, LA  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793641653724](https://www.fedex.com/track/793641653724)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Lessie House  
Louisiana Motor Vehicle Commission  
3519 12TH ST  
METAIRIE  
LA  
US  
70002

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 10:18 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641653850 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 10:16 AM  
Sign for by: J.BROCK  
Delivery location: BATON ROUGE, LA  
Delivered to: Mailroom  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793641653850](https://www.fedex.com/track/793641653850)

Shipper Information	Recipient Information
Ryan E. Johnson	James Donelon
Jones Walker	Louisiana Department of Insurance
8555 United Plaza Blvd	1702 N 3RD ST
Baton Rouge	BATON ROUGE
LA	LA
US	US
70809	70802

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Thank you for your business.

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 8:36 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 798472196810 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Door Tag number: DT103106993027  
Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 8:30 AM  
Sign for by: P.DAVIS  
Delivery location: Baton Rouge, LA  
Delivered to: Shipping/Receiving  
Service type: FedEx First Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [798472196810](https://www.fedex.com/track/798472196810)

Shipper Information	Recipient Information
Ryan E. Johnson	James Buddy Caldwell
Jones Walker	Office of the Attorney General
8555 United Plaza Blvd	1885 North Third Street
Baton Rouge	Attorney General
LA	Baton Rouge
US	LA
70809	US
	70802

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:36 AM CDT on 06/06/2012.

To learn more about FedEx Express, please visit our website at [fedex.com](http://fedex.com).

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or visit us at [fedex.com](http://fedex.com).

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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

June 5, 2012

**BY FEDERAL EXPRESS**

The Honorable Eric Holder  
United States Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear General Holder:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* (“CAFA”), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play’Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, Westchester Insurance Company, Forest River, Inc., Vanguard Industries of Michigan, Inc., Vanguard, L.L.C., Gulf Stream Coach, Inc., JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

June 5, 2012

Page 2

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3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. *See* 28 U.S.C. § 1715(b)(7)(A)-(B).
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Fairmont Homes, Inc., Jayco, Inc., Jayco Enterprises, Inc., Jayco Corp., Starcraft RV, Inc., Interstate Fire and Casualty Company, Westchester Specialty Insurance Company and Arch Specialty Insurance Company, Monaco Coach Corporation, Insurance Company of the State of Pennsylvania, and Chartis Select Insurance Company (formerly Starr Excess Liability Insurance Company).

June 5, 2012  
Page 3

CAFA notice is served on you and the other appropriate state officials. The Court has set the Fairness Hearing in this matter for September 27, 2012.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

Yours truly,

A handwritten signature in black ink, appearing to read "Ryan E. Johnson", with a long horizontal flourish extending to the right.

Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 8:31 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641654076 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 9:26 AM  
Sign for by: A.OWENS  
Delivery location: WASHINGTON, DC  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
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Shipper Information	Recipient Information
Ryan E. Johnson	Eric Holder
Jones Walker	U.S. Department of Justice
8555 United Plaza Blvd	950 PENNSYLVANIA AVE NW
Baton Rouge	WASHINGTON
LA	DC
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70809	20530

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Thank you for your business.



Ryan E. Johnson  
Not admitted in Alabama  
Direct Dial: 225-248-2080  
Direct Fax: 225-248-3080  
rjohnson@joneswalker.com

June 5, 2012

**BY FEDERAL EXPRESS**

✓ Mr. Chuck Nelms, Executive Director  
Mississippi Motor Vehicle Commission  
1755 Lelia Drive, Suite 200  
Jackson, Mississippi 39216

**BY FEDERAL EXPRESS**

✓ The Honorable Jim Hood  
Mississippi Attorney General's Office  
Walter Sillers Building  
550 High Street, Suite 1200  
Jackson, Mississippi 39201

✓ The Honorable Mike Chaney  
Mississippi Insurance Department  
1001 Woolfolk State Office Building  
501 North West Street  
Jackson, Mississippi 39201

**Re: CAFA Notice of Proposed Settlement of Manufactured Defendants and Insurers *In Re: Fema Trailer Formaldehyde Product Liability Litigation*, MDL 07-1873, in the United States District Court for the Eastern District of Louisiana**

Dear Mr. Nelms, Mr. Hood, and Mr. Chaney:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C § 1711 *et seq.* ("CAFA"), this notice is being sent on behalf of each of the Defendants listed below<sup>1</sup> in the above-

<sup>1</sup> Frontier RV, Inc., Frontier RV Georgia, LLC, Nautilus Insurance Company, Berkley Specialty Underwriting Managers LLC, Arch Specialty Insurance Company and Columbia Casualty Company, Play'Mor Trailers, Inc., Recreation by Design, LLC, TL Industries, Inc., Coachman Industries, Inc., Coachman Recreational Vehicle Company, LLC, Coachmen Recreational Vehicle Company of Georgia, LLC, Viking Recreational Vehicles, LLC, Coachmen RV Licensed Products Division, LLC, Lexington Insurance Company, Allied World Assurance, St. Paul Surplus Lines Insurance Company, Federal Insurance Company, Evanston Insurance Company, Interstate Fire and Casualty Company, Liberty Mutual Insurance Company, as alleged insurer of R-Vision, Inc., Cruiser RV, LLC, Doubletree RV, LLC, Skyline Corporation (including its subsidiaries Layton Homes Corp., Homette Corporation, and Skyline Homes, Inc., Thor Industries, Inc., Citair, Inc., Damon Motor Coach, DS Corp., d/b/a CrossRoads RV, Dutchmen Manufacturing, Inc., Four Winds International, Inc., Keystone RV Company, Komfort Corp., Thor Industries, Inc., Thor California, Inc. a/k/a, MPV RV, Inc., Chartis Specialty Insurance Company (f/k/a American International Specialty Lines Insurance Company), National Union Fire Insurance Company of Pittsburg, Pa., JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

June 5, 2012

Page 2

referenced Multidistrict Litigation proceeding. This letter is intended to notify you of the proposed class action settlement concerning these Defendants reached with certain plaintiffs in the litigation.

As you know, on April 20, 2012, we sent you a CAFA notice on behalf of many of the defendants identified in this letter. Since that time, several additional defendants have joined the proposed settlement class and motion filed with the Court. As a result of adding these additional defendants, the parties have filed a joint motion with the Court to amend certain documents submitted in support of the pending Motion for Approval of Class Settlement, and thus we are providing another notice to you, so that you have the most current version of the documents related to the proposed class settlement.

In accordance with CAFA, the Defendants are enclosing the following documents:

1. The Stipulation of Settlement, along with Exhibit A to the Stipulation which contains the names, counsel, settlement amounts, signatures and other pertinent information as to each of the Defendants.
2. The May 31, 2012 Preliminary Approval Order issued by the Court (Rec. Doc. No. 25666).
3. The forms of notification to class members of the proposed class action settlement and their rights to request exclusion from the class action.
4. A disk encompassing the List of *Potential* Class Members developed by the Plaintiffs' Steering Committee for class notice purposes. *See* 28 U.S.C. § 1715(b)(7)(A)-(B).
5. The proposed final order and judgment submitted to the Court.

In addition, pursuant to 28 U.S.C. §1715(b)(1), the Defendants refer you to the following documents which can be found on the electronic docket sheet available through PACER: Rec. Doc. Nos. 109, 379, 722, 4486, and 7688. These can be accessed electronically either through the PACER website ([www.pacer.gov](http://www.pacer.gov)) or directly on the district court's website

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SunRay R.V., LLC, SunRay Investments, LLC, the Burlington Insurance Company, Hy-Line Enterprises, Inc., a/k/a FRH, Inc., Hy-Line Enterprise Holdings, Inc., Hy-Line Realty, Inc., Hy-Line Enterprises Realty, Inc., Hy-Line Development Company, Inc., H L Enterprises, Inc., Axis Specialty Insurance Company, Pilgrim International, Inc. (a bankruptcy entity, settlement subject to approval of United States Bankruptcy Court), Crum & Forster Specialty Insurance Company, Sentry Insurance A Mutual Company, KZRV, LP, Timberland RV Company d/b/a Adventure Manufacturing and Timberlodge Real Estate, LLC, Heartland Recreational Vehicles, LLC, Westchester Insurance Company, Forest River, Inc., Vanguard Industries of Michigan, Inc., Vanguard, L.L.C., Gulf Stream Coach, Inc., Fairmont Homes, Inc., Jayco, Inc., Jayco Enterprises, Inc., Jayco Corp., Starcraft RV, Inc., Interstate Fire and Casualty Company, Westchester Specialty Insurance Company and Arch Specialty Insurance Company, Monaco Coach Corporation, Insurance Company of the State of Pennsylvania, and Chartis Select Insurance Company (formerly Starr Excess Liability Insurance Company).

June 5, 2012

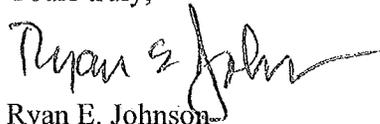
Page 3

<https://ecf.laed.uscourts.gov/cgi-bin/login.pl>). These are the Master Complaint and the Amended Master Complaints filed in the MDL that are relevant to the Defendants.

In connection with the proposed class settlement, the parties have requested that the Court delay entry of any final order and judgment in this case until ninety (90) days after this CAFA notice is served on you and the other appropriate state officials. The Court has set the Fairness Hearing in this matter for September 27, 2012.

If you have questions about this notice, the lawsuit, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact the counsel listed below.

Yours truly,



Ryan E. Johnson  
Co-Liaison Counsel  
Settling Manufacturer Defendants

REJ/jro  
Enclosures

**Oropesa, Jessica**

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**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 9:32 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641653893 Delivered

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This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 9:28 AM  
Sign for by: G.WILLIAMS  
Delivery location: JACKSON, MS  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793641653893](https://www.fedex.com/track/793641653893)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Chuck Nelms  
Motor Vehicle Commission  
1755 LELIA DR STE 200  
JACKSON  
MS  
US  
39216

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**Oropesa, Jessica**

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**Sent:** Wednesday, June 06, 2012 10:16 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641653746 Delivered

---

This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 10:13 AM  
Sign for by: M.ERVINS  
Delivery location: JACKSON, MS  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793641653746](https://www.fedex.com/track/793641653746)

Shipper Information  
Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information  
Mike Chaney  
Mississippi Insurance Department  
1001 WOOLFOLK STATE OFFICE  
BUILDING  
501 N WEST ST  
JACKSON  
MS  
US  
39201

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**Oropesa, Jessica**

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**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, June 06, 2012 9:55 AM  
**To:** Oropesa, Jessica  
**Subject:** FedEx Shipment 793641653930 Delivered

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This tracking update has been requested by:

Company Name: Jones Walker  
Name: Ryan E. Johnson  
E-mail: [joropesa@joneswalker.com](mailto:joropesa@joneswalker.com)

---

Our records indicate that the following shipment has been delivered:

Reference: 111607-14  
Ship (P/U) date: Jun 5, 2012  
Delivery date: Jun 6, 2012 9:49 AM  
Sign for by: M.KERSH  
Delivery location: JACKSON, MS  
Delivered to: Receptionist/Front Desk  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 2.00 lb.  
Special handling/Services: Direct Signature Required  
Deliver Weekday  
Tracking number: [793641653930](https://www.fedex.com/track/793641653930)

Shipper Information

Ryan E. Johnson  
Jones Walker  
8555 United Plaza Blvd  
Baton Rouge  
LA  
US  
70809

Recipient Information

Jim Hood  
Office of Attorney General  
550 HIGH ST  
WALTER SILLERS BLDG, SUITE 1200  
JACKSON  
MS  
US  
39201

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Thank you for your business.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IN RE: FEMA TRAILER  
FORMALDEHYDE  
PRODUCT LIABILITY LITIGATION**

**MDL NO. 1873  
SECTION "N-5"**

**JUDGE ENGELHARDT  
MAG. JUDGE CHASEZ**

**THIS DOCUMENT IS RELATED TO ALL CASES**

\*\*\*\*\*

**NOTICE OF SUBMISSION**

TO: ALL COUNSEL OF RECORD

**IT IS HEREBY ORDERED** that the Joint Motion for Final Approval of Manufacturer Class Settlement is hereby set for submission on the 27th day of September, 2012, at 10:30 a.m.

Respectfully submitted:

**FEMA TRAILER FORMALDEHYDE PRODUCT  
LIABILITY LITIGATION**

BY: s/Gerald E. Meunier  
GERALD E. MEUNIER, #9471  
JUSTIN I. WOODS, #24713  
**PLAINTIFFS' CO-LIAISON COUNSEL**  
Gainsburgh, Benjamin, David, Meunier &  
Warshauer, L.L.C.  
2800 Energy Centre, 1100 Poydras Street  
New Orleans, Louisiana 70163  
Telephone: 504/522-2304  
Facsimile: 504/528-9973  
[gmeunier@gainsben.com](mailto:gmeunier@gainsben.com)  
[jwoods@gainsben.com](mailto:jwoods@gainsben.com)

**COURT-APPOINTED PLAINTIFFS'  
STEERING COMMITTEE**  
ANTHONY BUZBEE, Texas # 24001820

ROBERT M. BECNEL, #14072  
RAUL BENCOMO, #2932  
FRANK D'AMICO, JR., #17519  
MATT MORELAND, #24567  
DENNIS REICH, Texas #16739600  
MIKAL C. WATTS, Texas #20981820  
ROBERT C. HILLIARD, Texas ##09677700

s/ James C. Percy  
James C. Percy  
Ryan E. Johnson  
DEFENDANTS' SETTLEMENT LIAISON COUNSEL  
Jones Walker  
8555 United Plaza Boulevard  
5th Floor  
Baton Rouge, Louisiana 70809  
Telephone: 225-248-2130  
Facsimile: 225-248-3130  
[jpercy@joneswalker.com](mailto:jpercy@joneswalker.com)  
[rjohnson@joneswalker.com](mailto:rjohnson@joneswalker.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on September 25, 2012, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to all counsel of record who are CM/ECF participants. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to all counsel of record who are non-CM/ECF participants.

s/Gerald E. Meunier  
GERALD E. MEUNIER, #9471

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

<b>IN RE: FEMA TRAILER</b>	)	<b>MDL NO. 2:07-MD-1873</b>
<b>FORMALDEHYDE PRODUCT</b>	)	
<b>LIABILITY LITIGATION</b>	)	<b>SECTION "N" (5)</b>
	)	
<b>THIS DOCUMENT IS RELATED TO:</b>	)	<b>JUDGE ENGELHARDT</b>
	)	
<b><i>ALL CASES</i></b>	)	<b>MAGISTRATE JUDGE CHASEZ</b>

**FINAL ORDER AND JUDGMENT**

WHEREAS Plaintiffs, the PSC, and Settling Manufacturer Defendants ("Settlers") entered into a Stipulation of Settlement, with exhibits (collectively, the "Settlement Agreement"), dated April 13, 2012, to settle this Action and all Pending Actions; and

WHEREAS the Court entered as Preliminary Approval Order dated May 31, 2012, preliminarily certifying the putative Class in this Action for settlement purposes under Fed. R. Civ. P. 23(b)(3), ordering first-class mail to all Class Members listed on the List of Potential Class Members (or to their attorneys) and Publication Notice to all other potential Class Members, scheduling a Fairness Hearing for September 27, 2012, and providing Class Members with an opportunity either to exclude themselves from the settlement class or object to the proposed settlement;

WHEREAS the Court held a Fairness Hearing on September 27, 2012, to determine whether to give final approval to the proposed settlement; and

WHEREAS the Court hereby grants final certification of the settlement Class, approves the proposed settlement, and dismisses the Actions and Pending Actions with prejudice (among other things).

Based on (i) the Joint Motion for Preliminary Approval of Proposed Settlement signed by or on behalf of the Class and the Settlers , (ii) the memorandum of law in support thereof submitted by Parties, (iii) the Settlement Agreement and all exhibits thereto, (iv) the Joint Motion for Final Approval of Manufacturer Class Settlement signed by or on behalf of the Class and the Defendants (the “Joint Motion”) and the memorandum of law and evidence filed in support thereof; (v) the evidence and arguments submitted at the Fairness Hearing, and (vi) the relevant law, including, without limitation, Rule 23 of the Federal Rules of Civil Procedure, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

**1. Incorporation of Other Documents.** This Final Order and Judgment incorporates and makes a part hereof:

- (a) the Settlement Agreement submitted to this Court on April 13, 2012 (Rec. Doc. 25226-1) and any amendments thereto;
- (b) the exhibits to the Settlement Agreement and exhibits to the Joint Unopposed Motion for Preliminary Approval of Proposed Class Settlement, including the Claim Form filed with the Court on May 28, 2012 (Rec. Doc. 25646-8);
- (c) the Court’s Preliminary Approval Order (Rec. Doc. 25666);
- (d) the Motion and Memorandum In Support of Final Approval of Manufacturer Class Settlement; and
- (e) the exhibits to the Motion and Memorandum In Support of Final Approval of Manufacturer Class Settlement.

**2. Jurisdiction.** The Court has personal jurisdiction over all Plaintiffs and has subject-matter jurisdiction over this Action and Pending Actions including, without

limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Class, and to dismiss this Action and all Pending Actions on the merits and with prejudice.

**3. *Reed* Factors Considered.** The Court rigorously applied the following six-factor analysis to determine whether the class action settlement is fair, adequate and reasonable, and thus worthy of final approval: (1) whether evidence exists that the settlement was obtained by fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the stage of the litigation and available discovery; (4) the probability that plaintiffs will prevail on the merits; (5) the range of possible recovery and certainty of damages; and (6) the opinions of class counsel, class representatives, and absent class members. *Newby v. Enron Corp.*, 394 F.3d 296, 301 (5<sup>th</sup> Cir. 2004) (citing *Reed v. General Motors Corp.*, 703 F. 2d 170 (5<sup>th</sup> Cir. 1983)).

After consideration of the evidence, arguments, and objections, if any, the Court concludes: (i) there was no fraud or collusion among the Parties; (ii) the Settlement Agreement was the result of extensive arms-length negotiations among highly experienced counsel, with full knowledge of the risks inherent in this litigation; (iii) there is a high probability of further complex, extensive, costly litigation extending over a period of many years; (iv) the proceedings are at an advanced stage, with exhaustive discovery, extensive motion practice, and three bellwether trials already completed; (v) Class Members have a low individual likelihood of success on the merits given the fact that the three bellwether trials conducted have all resulted in complete defense verdicts; (vi) there is no benefit to the proposed Class from litigation as a Class, for class certification for litigation purposes was denied by this Court; (vii) the potential range of recovery may seem to be high for some individuals, but the three bellwether trials to date have all resulted in defense verdicts with no recovery to the plaintiffs; and (viii) the Class

Representatives and the experienced counsel in the PSC have approved this settlement, with little significant or relevant opposition to the settlement; (ix) the Settlement Agreement is fair, reasonable, and adequate in light of the complexity, expense and likely duration of the litigation, in light of the risks involved in establishing liability and damages, particularly given the fact that the three bellwether trials tried thus far have all resulted in defense verdicts; and (x) the amount of oral and written discovery and independent investigation conducted in this litigation to date, and the factual record compiled, and the three bellwether trials completed, enable the PSC to make an informed decision as to the fairness and adequacy of the proposed Settlement Agreement.

**4. Rule 23 Requirements are Met.** The Court finds that the prerequisites of Rule 23 of the Federal Rules of Procedure are satisfied for the settlement Class. Specifically:

- (a) The Class was sufficiently ascertainable from the PSC's records and other objective criteria, and the Class Members are so numerous that their joinder before the Court would be impracticable.
- (b) The commonality requirement of Fed. R.Civ. P. 23(b)(3) generally is satisfied when members of the proposed Class share at least one common factual or legal issue. Here, Plaintiffs alleged numerous questions of fact and law purportedly common to the Class, including product liability claims based on an alleged failure to warn of the dangers of long-term occupancy of travel trailers and injury claims as a result of formaldehyde exposure. Considering the allegations of the Complaint, the Court finds that the allegedly common questions of fact and law predominate over questions of fact and law affecting only individual members of the Class.

- (c) The Court finds that the claims of the representative Plaintiffs are typical of the claims of the Class, and that the representative Plaintiffs and the PSC will fairly and adequately protect the interests of the Class, in that: (i) the interests of the named Plaintiffs and the nature of their alleged claims are consistent with those of the Class Members, (ii) there appear to be no conflicts between or among the named Plaintiffs and the Class Members, (iii) the named Plaintiffs have been and appear to be capable of continuing to be active participants in both the prosecution and the settlement of the Action, and (iv) the named Plaintiffs and the Class Members are represented by qualified, reputable counsel who are experienced in preparing and prosecuting large, complicated class actions, particularly those mass-tort type cases involving personal injury claims alleged in the Complaint.
- (d) The Court finds that common issues predominate over individual issues in this settlement class because (1) the Class involves a common alleged source of injury – formaldehyde; (2) any individual differences stemming from the different state laws of the four states in issue have more import in the context of litigation rather than settlement; (3) the Settlement sufficiently addresses issues of product identification, causation, injury and damages, which otherwise would be considered individual in a litigated class; (4) although there are numerous different manufacturers involved as Settling Defendants in this case, the science underlying the general issue– whether formaldehyde generally causes injury and if so, what injuries does it cause – is common to all of them; and (5) this case involves a small time period of exposure – that few year period when Class

Members were living in EHUs manufactured by the Settling Defendants and provided to the Class by FEMA following Hurricanes Katrina and/or Rita.

- (e) The Court finds that a resolution of the Action in the manner proposed by the Settlement Agreement is superior or equal to other available methods for a fair and efficient resolution of the Action, in that, among other reasons, it will avoid the need for costly individual adjudications of Class Member's claims, the management of the class action settlement will be much less difficult than the management of a mass joinder of actions, and, in the present circumstances, there will be no further litigation of the issues and no trial of the litigation. The Court further notes that as of this date, Plaintiffs and various defendants in the MDL have conducted three bellwether jury trials to verdict, all of which have resulted in defense verdicts and have awarded no money or benefits to the bellwether plaintiffs. The Court also notes that, because the Action is being settled, rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a regional class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 117 S. Ct. 2231, 2248 (1997).

**5. Final Certification of Class.** After careful consideration, and in light of the conclusions stated above, the Class previously certified preliminarily is hereby finally certified for settlement purposes under Fed. R.Civ. P. 23(b)(3). The Class consists of all individuals who claim Damages and who are named as Plaintiffs in any and all of the Pending Actions as of the time this class settlement is submitted for Court approval at a Fairness Hearing; and (b) All individuals not included in subparagraph (a), who claim to have: (i) been exposed to formaldehyde in an EHU that (1) was Manufactured by any Manufacturer; and (2) was provided

by FEMA to persons displaced by Hurricanes Katrina and/or Rita; and (ii) suffered or experienced, as of the date of the final Court approval of this class settlement, any discomfort, illness, sickness (medical, psychological or psychiatric), symptom, complaint, disability, or loss of any kind as a result of such exposure. “Class Member” means a member of the Class. Excluded from the Class are those persons listed on the Exhibit to the Declaration of Justin I. Woods, each of which filed a valid and timely request to opt out of the Class.

6. **Adequacy of Representation.** Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, and after considering the requisites set forth therein, the Court confirms its prior appointment of the PSC as class counsel to represent the interests of the Class in the Action. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and after considering the requisites set forth therein, the Court hereby appoints those individuals, who completed and submitted affidavits attached to the Joint Motion for Final Approval, as representatives of the Class, to appear on behalf of and to represent the Class in the Action. After conducting a rigorous analysis of the requirements of Fed. R.Civ. P. 23(a)(4), the Court finds that the PSC and the Class Representatives have fully and adequately represented the Class for purposes of entering into and implementing the settlement and have satisfied the requirements of Fed. Rule Civ. P. 23(a)(4).

7. **Class Notice.** As part of the Joint Motion for and Memorandum in Support of Final Approval of Class Certification, the Parties submitted the Declaration of Wayne Henderson, who supervised the implementation of the Settlement Notice Plan, and the Declaration of Court-Appointed Special Master, Daniel J. Balhoff, who assisted in the development and implementation of the Settlement Notice Plan. After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson’s Declaration and Mr.

Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances of this action;
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of:
  - (i) the pendency of this class action, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;

- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;
- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.

The Court further finds that the filing of the settlement papers sparked a wave of nationwide and local media coverage, which also contributed to providing notice to the Class.

**8. Claims Process.** The Court concludes that the Claim Form was well designed with clear and prominent information that is easily understandable to Class Members. Any Class Member who wished to receive Class Relief must have signed and returned a valid and timely Claim Form to the Special Master in compliance with the Claims Process set forth in the Settlement Agreement and postmarked no later than October 12, 2012. Any Class Member who does not submit a valid and timely Claim Form in compliance with the Claims Process is

not entitled to Class Relief, but nonetheless is barred by the Release and provisions of the Settlement Agreement and the Final Order and Judgment.

As set forth in Section VI(F) of the Settlement Agreement, for any Plaintiff who previously produced a Plaintiff Fact Sheet in this case, that Plaintiff Fact Sheet will be accepted as that Plaintiff's Claim Form, provided that (1) such Plaintiff Fact Sheet includes his or her full name, address, gender, date of birth, social security number, manufacturer and dates of exposure, or provided that such information is given to the Special Master within thirty (30) days after the Claim Form Deadline, and (2) such Plaintiff provides the Special Master with proof that he or she was exposed to formaldehyde in an EHU Manufactured by a Settlor within ninety (90) days after the Claim Form Deadline.

**9. Final Settlement Approval.** The terms and provisions of the Settlement Agreement, including all exhibits, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable and adequate as to, and in the best interests of, each of the Parties and the Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and any other applicable law. The Parties and the PSC are hereby directed to consummate the Settlement Agreement according to its terms and provisions.

**10. Binding Effect.** The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding on Plaintiffs and all other Class Members and any other Releasor, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings involve matters that were or could have

been raised in this Action and/or any Pending Action or are otherwise encompassed by the Release.

11. **Release and Waiver.** The Release, which is set forth in the Settlement Agreement in Section IX, is expressly incorporated herein in all respects and is effective as of the date of this Final Order and Judgment. In return for the consideration provided in the Agreement:

(a) Plaintiffs and all other Class Members and Releasors release, acquit and forever discharge the Releasees from the Released Claims, including but not limited to any and all past, present and future causes of action, claims, damages (including but not limited to compensatory damages, punitive damages, or damages from wrongful death), or any other Damages, awards, equitable, legal and administrative relief, interest, demands or rights that are based upon, related to, or connected with, directly or indirectly, in whole or in part (1) the Released Claims; or (2) the allegations, facts, subjects or issues that have been, could have been, may be or could be set forth or raised in the Action or in any Pending Action, or (3) exposure to formaldehyde in any EHU Manufactured by a Settlor in this case.

(b) Plaintiffs and all other Class Members and Releasors, and anyone acting on their behalf or their benefit, shall not now or hereafter initiate, participate in, maintain, or otherwise bring any claim or cause of action, either directly or indirectly, derivatively, on their own behalf, or on behalf of the Class or the general public, or any other person or entity, against the Releasees based on allegations that are based upon or related to, directly or indirectly, in whole or in part: (1) the Released Claims; (2) the allegations, facts, subjects or issues that have been, could have been, may be or could be set forth or raised in the Action or in any Pending Action; or (3) exposure to formaldehyde in any EHU Manufactured by a Settlor in this case.

(c) Plaintiffs and all other Class Members and all Releasers, and anyone acting on their behalf or for their benefit, without limitation, are precluded and estopped from bringing any claim or cause of action in the future, related to in any way, directly or indirectly, in whole or in part: (1) the Released Claims, (2) the allegations, facts, subjects or issues that have been, could have been, may be or could be set forth or raised in the Action or in any Pending Action, or (3) exposure to formaldehyde in any EHU Manufactured by a Settlor in this case.

The Court further finds and determines that:

(d) Plaintiffs and the Class Members, on their behalf and on behalf of all other Releasers, acknowledge that they are releasing both known and unknown and suspected and unsuspected claims and causes of action, and are aware that they may hereafter discover legal or equitable claims or remedies or injuries or damages presently unknown or unsuspected or unmanifested (including but not limited to personal injury claims), or facts in addition to or different from those which they now know or believe to be true with respect to the allegations and subject matters in the Complaint or other filings in the Action or Pending Actions. Nevertheless, it is the intention of Plaintiffs and the Class Members to fully, finally and forever settle and release all such matters, and all claims and causes of action relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in the Action or any Pending Action).

(e) No third party, including but not limited to any private attorney general or Cal. Bus. and Prof. Code § 17200 Plaintiff, shall bring any Released Claim on any Releasers' behalf; and

(f) This Release may be raised as a complete defense to and will preclude any action or proceeding that is encompassed by this Release.

**12. Permanent Injunction.** All Class Members who have not been timely excluded from the Class and all Releasors, and anyone acting on their behalf or for their benefit, are hereby permanently barred and enjoined from: (i) filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on or relating to the claims and causes of action that have been, may be or could have been set forth or raised in the Action, the Released Claims and/or the acts and circumstances relating thereto; (ii) organizing or soliciting the participation of any Class Members in a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit or other proceeding based on or relating to the claims and causes of action that have been, may be or could have been set forth or raised in the Action, the Released Claims and/or the acts and circumstances relating thereto; or (iii) filing or commencing any action on behalf of the general public based on or relating to the claims and causes of action that have been, may be or could have been set forth or raised in the Action, the Released Claims and/or the acts and circumstances relating thereto. The Court finds that issuance of this permanent injunction is necessary and appropriate in aid of the Court's jurisdiction over the action and to protect and effectuate the Court's Final Order and Judgment. Any person found in contempt of this injunction will be subject to sanctions. Any Releasee who must seek from the Court the compliance of a Releasor, who is in violation of this injunction, is entitled to reimbursement of his or her or its attorneys' fees incurred as a result of seeking such compliance.

**13. Objections to Settlement.** The Court provided all Class Members and their representatives, who complied with the requirements for objections and appearance at the

Fairness Hearing set forth in the Preliminary Approval Order, a fair and adequate opportunity to object to the proposed settlement. The Court is aware of no pending objections.

**14. Enforcement of Settlement.** Nothing in this Final Order and Judgment shall preclude any action to enforce the terms of the Settlement Agreement.

**15. Attorneys' Fees and Expenses.** After careful review and consideration of the entire record, and after hearing from PSC and Settling Defendants' Counsel, the PSC and other plaintiffs' counsel are hereby awarded Attorneys' Fees and Expenses in the amounts requested in Record Document 25840, to be paid out of the Total Settlement Fund. Such Attorneys' Fees and Expenses are to be paid according to the terms outlined in this Court's Order related to Record Document 25840. The Court, in its discretion, and following review of the recommendations of the PSC and (as necessary) the Special Master, shall allocate and distribute this award of Attorneys' Fees and Expenses among the PSC and any attorney representing any Class Member. No further Attorneys' Fees and Expenses will be paid to any attorney representing any Class Member.

**16. No Other Payments.** The preceding paragraph of this Order covers, without limitation, any and all claims for Attorneys' Fees and Expenses, costs or disbursements incurred by the PSC or any other counsel representing Plaintiffs or Class Members, or incurred by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to this Action, or any Pending Action, the settlement of this Action or any Pending Action, the administration of such settlement, and/or the Released Claims.

**17. Incentive Award.** The Court hereby adopts Special Master Daniel J. Balhoff's recommendations on Incentive Awards (Rec. Doc. \_\_\_\_).

**18. Modification of Settlement Agreement.** The Parties are hereby authorized, without needing further approval from the Court and without further notice to the Class, to agree to and adopt such amendments to, and modifications and expansions of the Settlement Agreement as are consistent with this Order and that do not limit the rights of Class Members under the Settlement Agreement.

**19. Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Order and Judgment. Without in any way affecting the finality of this Final Order and Judgment, this Court expressly retains jurisdiction as to all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and of this Final Order and Judgment, and for any other necessary purpose, including, without limitation:

(a) enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement and this Final Order and Judgment (including, without limitation, whether claims or causes of action allegedly related to this case are or are not barred by this Final Order and Judgment, etc.);

(b) entering such additional orders as may be necessary or appropriate to protect or effectuate the Court's Final Order and Judgment approving the Settlement Agreement, dismissing all claims on the merits and with prejudice, and permanently enjoining Class Members and Releasers and anyone acting on their behalf or for their benefit from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of this settlement; and

(c) entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction; provided, however, that nothing in

this paragraph is intended to restrict the ability of the parties to exercise their rights under the Settlement Agreement.

20. **No Admissions.** Neither this Final Order and Judgment nor the Settlement Agreement (nor any other document referred to herein) nor any action taken to carry out this Final Order and Judgment is, may be construed as, or may be used as an admission or concession by or against the Settlers, as to the validity of any claim or any actual or potential fault, wrongdoing or liability whatsoever, or as to the certification of the Class herein for litigation purposes. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not in any event be construed as, or deemed evidence of, an admission or concession as to the Settlers' denials or defenses and shall not be offered or received in evidence in any action or proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the settlement or to enforce the provisions of this Final Order and Judgment and the Settlement Agreement; provided, however, that this Final Order and Judgment and the Settlement Agreement may be filed in any action against or by the Settlers or Releasees to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

21. **Capitalized Terms.** Capitalized terms used in this Order but not defined shall have the meaning ascribed to them in the Settlement Agreement.

22. **Dismissal of Action.** This Action, including all individual and Class

claims resolved in it, and all Pending Actions, are hereby DISMISSED ON THE MERITS AND WITH PREJUDICE against Plaintiffs and all other Class Members, without fees or costs to any Party except as otherwise provided in this Final Judgment and Order.

**23. Immediate Appeal.** There is no just reason for delay, and accordingly, the Final Order and Judgment shall be immediately appealable.

It is hereby **ORDERED, ADJUDGED** and **DECREED** that **FINAL JUDGMENT** is hereby entered this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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**KURT D. ENGELHARDT**  
**UNITED STATES DISTRICT JUDGE**