IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

LISA T. LEBLANC, ET AL. v. TEXAS BRINE, LLC ET AL.	CIVIL ACTION NO. 12-2059 AND CONSOLIDATED CASES SECTION A (5) HONORABLE JAY C. ZAINEY

MOTION FOR PRELIMINARY APPROVAL
OF PROPOSED SETTLEMENT

Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Motion for Preliminary Approval of Proposed Settlement (the "Motion") shall have the meanings and/or definitions given to them in the Agreement ("Agreement") entered into by and between Class Counsel, on behalf of the Class, and Occidental and Vulcan, the original of which is attached to this Motion as Exhibit A.

The Class, represented herein by Class Counsel, Calvin C. Fayard, Jr., Lawrence J. Centola, III, Matthew B. Moreland and Richard Perque, respectfully represent to and move the Court as follows:

1.

Class Counsel, on behalf of the Class, and Occidental and Vulcan have agreed on a proposed compromise settlement of all Claims of the Class arising from or related to the Sinkhole Occurrence and related acts and/or omissions, against the Released Parties.

2.

All terms, definitions, provisions, reservations, and conditions of such compromise settlement are more particularly set forth in the Agreement that is attached hereto as Exhibit A,

all of which terms, definitions, provisions, reservations, and conditions are made part of this Motion as though copied herein in extenso. To the extent that there may be any conflict between the terms, definitions, provisions, reservations, and conditions set forth in this Motion and those set forth in the Agreement, the terms, definitions, provisions, reservations, and conditions of the Agreement shall govern.

3.

The purposes and intent of all parties to this proposed settlement are (a) to settle all Claims of the Class; (b) to terminate and extinguish any liability of the Released Parties for all Claims of the Class; and (c) to dismiss on the merits and with prejudice all claims of the Class arising from or related to the Sinkhole Occurrence and related acts and/or omissions, against the Released Parties.

4.

As noted in the Agreement, Class Counsel, on behalf of the Class, and Vulcan and Occidental have agreed to, and do hereby propose, the following class for preliminary certification by the Court pursuant to the Agreement and Rule 23 of the Federal Rules of Civil Procedure (the "Class as Defined"). Capitalized terms used herein are defined in the Agreement:

> "Class" or "Class Members" means any person or entity (a) who are or were, at or after the time of the Sinkhole Occurrence, owners of, and any person or entity holding the right to sue on behalf of owners of, uninhabited land, including land with camps or structures that are not occupied as permanent residences, within a two mile radius of the Center Of The Sinkhole, including owners of, and any person or entity holding the right to sue on behalf of owners of, the Hebert Tracts; and (b) the following businesses: Tee's Silk Screening, Cutting Edge Hair Salon, Laser Construction, Brenda Romero, Automotive Remodeling Service, Town & Country Holding Company, LLC, Beryl Gomez Realty, and Cajun Land Realty. The persons and entities specifically listed in Exhibit A to the Agreement are excluded from the Class.

5.

Class Counsel move that the Court preliminarily approve (a) Michael Landry whose address is 2903 Lee Drive, Pierre Part, Louisiana, 70339, Mary Russo whose address is 5663 Highway 308, Plattenville, Louisiana, 70393 and Leah Payne whose address is 189 East Lakeshore Drive, Thibodaux, Louisiana, 70301, to appear on behalf of and serve as representatives for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

6.

Class Counsel move that the Court preliminarily approve those attorneys previously approved by this Court in the Certification Order in the *Leblanc* class action -- i.e., Calvin C. Fayard, Jr., Lawrence J. Centola, III, Matthew B. Moreland, and Richard Perque -- to continue to appear on behalf of and serve as counsel for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

7.

As noted in the Agreement, Occidental and Vulcan have agreed to pay into the Settlement Fund the sum of ten million ($10,000,000) U.S. dollars.

8.

Movers represent to the Court that the proposed settlement has been reached through extensive and intensive negotiations by which the settling parties have reached agreement through arms-length bargaining without any collusive practices among them.

9.

Movers suggest that among the factors favoring settlement on the terms proposed in the Agreement are:

a. The uncertainty of the issues affecting liability, including fault and apportionment thereof, causation, injury, damages, and other legal issues.

b. The assurance to be gained for the benefit of the Class that a substantial recovery will be obtained regardless of the outcome of further litigation.

c. The economy of costs/exposure reduction for the benefit of the Released Parties.

d. The costs of continued litigation for the benefit of the Class.

e. The prevailing consideration in all compromises and settlements that each party, whether the Class or Occidental and Vulcan, weighs the advantages of settlement against the risks of loss.

10.

Movers further represent to the Court that while the Released Parties have denied, and continue to deny, any liability for the Action and the Sinkhole Occurrence, the settlement proposed herein, and the consideration therefor, is fair, reasonable, and adequate, considering:

a. The complexity, expense, and likely duration of the litigation with respect to the further participation of the Class and the Released Parties.

b. The state of the proceedings and the amount of discovery completed.

c. The probability vel non of plaintiffs' success on the merits as to the Released Parties.

d. The range of possible recovery from the Released Parties for both compensatory and exemplary damages, if any.

e. The concurrences of Class Counsel and counsel for Occidental and Vulcan, as reflected in the Settlement Agreement and Occidental and Vulcan's non-opposition to this Motion.

11.

Class Counsel represents to the Court that in Class Counsel's collective opinion, the settlement, as proposed, is fair and reasonable to the putative class as proposed, especially in view of the uncertainties and vagaries of further litigation with the Released Parties, the numerical constituency of the Class, and the nature and extent of damage to the Class.

12.

In accordance with the provisions of the Agreement, Class Counsel, on behalf of the Class, with the concurrence of Occidental and Vulcan, presents for the approval of the Court the following proposed plan for management of the Settlement Payment to be made by Occidental and Vulcan, as provided in the Agreement:

a. Vulcan and Occidental shall pay, or have paid on their behalf, into the Settlement Fund, the Settlement Payment ($10,000,000) within 60 days of the filing of this Agreement with the Court or within 30 days of the establishment of the Settlement Fund, whichever is later.

b. Except as otherwise provided in the Agreement, the Settlement Fund shall be maintained and managed under the supervision and orders of the Court.

c. Movers suggest that (1) the funds deposited and to be deposited into the Settlement Fund should be designated as a qualified settlement fund pursuant to the U.S. Internal Rev. Code §468B (26 U.S.C. §468B) and be regulated according to the regulations promulgated thereunder; and that (2) the Court should assume continuing jurisdiction over the Settlement Fund in accordance with U.S. Internal Rev. Code §468B (26 U.S.C. §468B) and the regulations promulgated thereunder; and that (3) the funds in such account should be invested, disbursed, paid, and/or transferred in accordance with the provisions of the Agreement.

d. Following the (i) the Court's preliminary certification of the Class as Defined, (ii) the Court's preliminary appointment of appropriate representatives for the Class, and (iii) the Court's preliminary determination that the settlement as proposed in the Agreement is within the range of possible judicial approval, notice to all putative members of the Class, in the form and content to be subsequently provided by Movers to the Court, shall be disseminated in accordance with the proposal set forth in Paragraph 13 of this Motion, informing putative Class Members of the preliminary certification of the Class as Defined; the ability of putative Class Members to opt out of the Class as Defined and the manner and form in which opt outs are to take place; the terms of the Agreement; that except as otherwise provided in the Agreement, no allocations or disbursements will be made from the Settlement Fund without express prior written approval of the Court; the circumstances under which disbursements may be made in the future; and informing putative Class Members of their right to object to the terms of the proposed settlement and to be heard on their objections in a fairness hearing to be conducted at a prescribed time and place and in a prescribed manner.

g. Movers suggest that Ralph Tureau be appointed as Administrator, pursuant to Rule 53 of the Federal Rules of Civil Procedure, to assist the Court, in cooperation and coordination with Class Counsel and counsel for Vulcan and

Occidental to: (i) devise a plan for establishing appropriate reserves to be deducted from the Settlement Payment in order to establish the amount available from the Settlement Payment for distribution to the Class Members; (ii) establish appropriate criteria for evaluation of claims of Class Members; (iii) review and evaluate claims of Class Members in accordance with the criteria so established; (iv) establish proposed allocations for each Class Member in accordance with these criteria and evaluations; (v) prepare a proposed plan for pro-rata distribution of the proposed allocations; (vi) submit to the Court a report on the above, along with recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date; (vii) engage such staff, deputies, and experts as reasonably necessary and conduct such hearings as may be necessary and appropriate to carry out this assignment, the Class Member disbursements, and the individual allocation or distribution of class counsel fees and cost reimbursements; and (viii) perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as set forth herein, assist the Court in further settlement negotiations, or as the Court may direct.

h. The fairness hearing shall be conducted in such manner as to assure full compliance with applicable considerations of due process of law and the provisions of Rule 23 of the Federal Rules of Civil Procedure.

13.

Following preliminary certification of the Class as Defined, to assure that putative Class Members are fully informed of (i) the pendency of the Class Action, (ii) the preliminary certification of the Class as Defined, (iii) the ability of putative Class Members to opt out of the Class as Defined and the manner and form in which opt outs are to take place, (iv) the Agreement and its contents, (v) their right to review the proposed settlement documents, (vi) their right to be represented by private counsel, at their own costs; (vii) their right to object to the Agreement, as proposed, (viii) the means whereby they may make their objections and be heard thereon at the fairness hearing to be held by the Court at a designated time and place, and (ix) the proof of claim process, Movers request that notice in the form and content attached hereto as Exhibits B and C be approved by the Court and ordered disseminated to putative Class Members

as due process and Rule 23 of the Federal Rules of Civil Procedure require. The notice plan shall provide for dissemination: (a) of notice in the form attached hereto as Exhibit B by first class mail to the last known address of all putative Class Members, if reasonably ascertainable; (b) of notice in the form attached hereto as Exhibit C by publication in The Advocate (Baton Rouge and New Orleans), The Times Picayune (New Orleans), and The Bayou Journal (Pierre Part), each on two separate days; (c) by posting a copy of notice in the form attached hereto as Exhibit B at a neutral website. The preparation and dissemination of the notice shall be the responsibility of Class Counsel, in consultation with Vulcan and Occidental. Class Counsel presently anticipates mailing notice to 44 addresses obtained from the public tax rolls for the area implicated by the Class definition, but anticipates that this number of addresses does not represent all Class Members, because some Class Members may not be listed in public tax records.

14.

To facilitate the proposed settlement and in the interests of judicial economy, Movers request that the commencement and/or prosecution of any and all actions and proceedings (including discovery) arising from or related to the Sinkhole Occurrence and related acts and/or omissions by, on behalf of, or through any Class Members (excluding therefrom, however, those proceedings within the Action necessary to obtain certification of the Class as Defined, final approval of the Settlement in accordance with the Agreement), should be stayed and enjoined during the pendency of these settlement proceedings and until further ordered by this Court.

15.

Movers further request that the stay and injunction should prohibit any other action arising from or related to the Sinkhole Occurrence and related acts and/or omissions from being certified as a class action.

16.

The actual number of persons who are Class Members and who will elect to settle their claims pursuant to the Agreement will be better established after notification to all putative Class Members that the Class Action is pending, and for this reason, Class Counsel seeks to have a proof of claim process initiated as set forth herein.

17.

The Administrator, after consultation with Class Counsel and counsel for Vulcan and Occidental, will prepare the form of the proof of claim and determine the method of taking such claims, and Movers propose that there be an opportunity to complete a proof of claim during a period of no less than sixty (60) days following the initial date of publication of the newspaper notification to putative Class Members, which date will follow the provision of notice to Class Members by mail. The notice attached hereto as Exhibit B, which Movers have suggested be disseminated in the manner set forth in Paragraph 13 of this Motion, includes directions for the submission of claims.

18.

In order to facilitate an orderly settlement of this matter, Class Counsel requests that the Court order that any contingency fee contracts affecting the representation of plaintiffs in the Action dated after September 1, 2015 shall not be enforceable, absent good cause shown following appropriate judicial proceedings.

19.

As described in the Agreement, the parties agree that the Court shall retain jurisdiction over the Action, the Agreement, the final order and judgment approving the Agreement, the Class Settlement Fund, all ancillary settlement matters, Class Counsel, the Class Members, and Vulcan and Occidental solely for the purpose of administering, supervising, construing, and enforcing the Agreement and the final order and judgment approving the Agreement, and supervising the management and disbursement of the funds in the Settlement Fund.

20.

All terms, definitions, provisions, reservations and conditions of the Agreement, and particularly with regard to any matters not expressly set forth in this Motion, are to be considered in full force and effect and binding on all parties subscribing thereto.

WHEREFORE, CLASS COUNSEL, ON BEHALF OF THE CLASS, PRAYS:

I. That the Court review the proposed Agreement, attached hereto as Exhibit A, and that the Agreement and the settlement contained therein and all exhibits attached thereto and/or to the Motion be preliminarily approved by the Court as fair, reasonable, and adequate, entered into in good faith and without collusion, and within the range of possible judicial approval, and that the Court direct that the Agreement and the settlement set forth therein be submitted to the Class for consideration at a fairness hearing.

II. That the Settlement Payment be ordered placed and held in trust, pursuant to the terms the Agreement, and pending further orders of the Court.

III. That the Court preliminarily certify the Class as Defined.

IV. That the Court approve the notice, in the form attached hereto as Exhibits B and C, and the dissemination of such notice as described in paragraph 13 of this Motion, as reasonable within the meaning of Federal Rule of Civil Procedure 23 and all other applicable law.

V. Class Counsel move that the Court preliminarily approve Michael Landry, Mary Russo, and Leah Payne to appear on behalf of and serve as representatives for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

VI. Class Counsel move that the Court approve those attorneys previously approved by this Court in the Certification Order of the *Leblanc* class -- i.e., Calvin C. Fayard, Jr., Lawrence J. Centola, III, Matthew B. Moreland, and Richard Perque -- to continue to appear on behalf of and serve as counsel for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

VII. That the Court preliminarily approve the plan for management of the settlement contributions set forth in Paragraph 13 of this Motion.

VIII. That (1) the funds deposited and to be deposited into the Settlement Fund be designated by the Court as a qualified settlement fund pursuant to the U.S. Internal Rev. Code §468B (26 U.S.C. §468B) and be regulated according to the regulations promulgated thereunder; and that (2) the Court assume continuing jurisdiction over the Settlement Fund in accordance with U.S. Int. Rev. Code §468B (26 U.S.C. §468B) and the regulations promulgated thereunder; and that (3) the funds in such account be invested, disbursed, paid and/or transferred in accordance with the provisions of the Agreement.

IX. That the Court appoint Ralph Tureau as Administrator, pursuant to Rule 53 of the Federal Rules of Civil Procedure, with the authority set forth in Paragraph 13.g of this Motion and the Agreement and, specifically, to: (i) devise a plan for establishing appropriate reserves to be deducted from the Settlement Payment in order to establish the amount available from the Settlement Payment for distribution to Class Members; (ii) establish appropriate criteria for evaluation of claims of Class Members; (iii) review and evaluate claims of Class Members in accordance with the criteria so established; (iv) establish proposed allocations for each Class Member in accordance with these criteria and evaluations; (v) prepare a proposed plan for pro-rata distribution of the proposed allocations; (vi) submit to the Court a report on the above, along with recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date; (vii) engage such staff, deputies, and experts as reasonably necessary and conduct such hearings as may be necessary and appropriate to carry out this assignment, the Class Member disbursements, and the individual allocation or distribution of class counsel fees; and (viii) perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as set forth herein and in the Agreement, assist the Court in further settlement negotiations, or as the Court may direct.

X. That except as otherwise provided for under the Agreement and the exhibits thereto, the Court stay and enjoin the commencement and/or prosecution of any and all actions and proceedings (including discovery) arising from or related to the Sinkhole Occurrence and related acts and/or omissions by, on behalf of, or through any Class Members (excluding therefrom, however, those proceedings within the Action necessary to obtain Certification of the Class as Defined and final approval of the Settlement in accordance with the Agreement), during the pendency of these settlement proceedings and until further ordered by this Court.

XI. That the Court approve the form, content, and method and date of dissemination to the putative Class Members of the notice of the certification of the Class as Defined, the proposed settlement, and the fairness hearing, in the form to be subsequently provided by Movers to the Court, and order its dissemination to putative Class Members and others by first class mail, postage prepaid, and by publication as set forth in the notice plan, so that the Court may obtain and consider comments/objections of the Class, if any, regarding the Agreement and the settlement set forth therein and consider its fairness, reasonableness, and adequacy.

XII. That the Court hold a fairness hearing May 9, 2018, on the Agreement and the proposed settlement set forth therein, to consider comments/objections regarding the Agreement and the proposed settlement set forth therein, and to consider its fairness, reasonableness, and adequacy under Rule 23 of the Federal Rules of Civil Procedure.

XIII. That any member of the Class who objects to the approval of the Agreement and the settlement set forth therein or to entry of final judgment with respect thereto, and who timely and properly files the appropriate documentation of such objection, as described below, may appear at the fairness hearing and show cause why the Agreement and the settlement set forth therein should not be approved as fair, reasonable, and adequate. Objections to the Agreement shall be heard and considered by the Court only if the objector properly files and provides, on or before a date to be fixed by the Court, a concise written statement describing the specific reason(s) for his or her objections, which must include: (i) the name, address, and telephone number of the Class Member and, if applicable, the name, address, and telephone number of the attorney of such Class Member, (ii) a statement that the objector is a member of the Class, (iii) a description of the property wholly or partially located within the Class area in which they have an ownership interest, (iv) the reasons for objecting, including any supporting materials, papers, or briefs that the objector wishes the Court to consider, and a statement as to whether the objector intends to appear in Court at any final fairness hearing either with or without separate counsel; and (v) the name and address of any witnesses to be presented at the fairness hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony. Any Class Member who wishes to speak, personally or through his or her attorney, at the final fairness hearing must include a notice of intent to appear with his or her objection. Any member of the Class who does not make an objection in the manner specifically provided, by the deadline set forth in the notice, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Agreement and the settlement set forth therein and to any final judgment that may be entered with respect thereto.

XIV. That any contingency fee contracts affecting the representation of plaintiffs in the Action dated after September 1, 2015 shall not be enforceable absent good cause shown following appropriate judicial proceedings.

XV. That in due course, and after appropriate public notices and hearing(s), final judgment be entered by the Court, approving the settlement, and all terms thereof as provided in the Agreement, and dismissing the Released Parties regarding any and all Claims, upon the Effective Date, with prejudice and with each party to bear its own costs, including court costs paid through dismissal.

XVI. That the Court maintain continuing jurisdiction over the settlement proceedings to assure the effectuation thereof for the benefit of the Class.

XVII. For any other relief indicated or justified in the premises.

Respectfully submitted,

By: */s/ Lawrence J. Centola, III*

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Certificate of Service

I hereby certify that on this 6th day of March 2018, a copy of the above and foregoing has been electronically filed with the Clerk of Court using the CM/ECF system, which then sent notification of such filing to all counsel of record.

By: */S/ Lawrence J. Centola, III*

CLASS COUNSEL, ON BEHALF OF THE CLASS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

LISA T. LEBLANC, ET AL. v. TEXAS BRINE, LLC ET AL.	CIVIL ACTION NO. 12-2059 AND CONSOLIDATED CASES SECTION A (5) HONORABLE JAY C. ZAINEY

ORDER OF PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT

Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Order of Preliminary Approval of Proposed Settlement shall have the meanings and/or definitions given them in the Settlement Agreement ("Agreement") entered into by and between Class Counsel, on behalf of the Class, and Vulcan and Occidental. The original of the Agreement is filed in these proceedings as Exhibit A to the Motion for Preliminary Approval of Proposed Settlement (the "Motion") signed by or on behalf of the Class and Vulcan and Occidental.

On considering the Motion for Preliminary Approval of Proposed Settlement, filed by the plaintiff class, as represented by Class Counsel for (i) preliminary approval of the Agreement and the Settlement as fair, reasonable, and adequate, and (ii) an order preliminarily certifying the Class as Defined, the Agreement and all exhibits thereto, the evidence submitted to the Court by the parties in support of this motion, the record of these proceedings, the recommendation of counsel for the moving parties, and the requirements of law, including, without limitation, Rule 23 of the

Federal Rules of Civil Procedure, the Court finds, upon preliminary review, that (1) this Court has jurisdiction over the subject matter and parties to this proceeding; (2) the proposed Agreement is the result of arms-length negotiations between the parties; (3) the proposed Agreement is not the result of collusion; (4) the settlement as proposed in the Agreement bears a probable, reasonable relationship to the claims alleged by the plaintiffs and the litigation risks of the settling parties; and (5) the settlement as proposed in the Agreement is within the range of possible judicial approval. The Court further finds that the proposed definition of the Class is appropriate. Accordingly:

IT IS ORDERED that:

(1) The Agreement and all exhibits attached thereto and/or to the Motion and the Agreement are preliminarily approved by the Court as being fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Class, and within the range of possible judicial approval.

(2) The notice, in the form attached to the Motion as Exhibits B and C, and the dissemination of such notice as described in paragraph 13 of the Motion, is reasonable within the meaning of Federal Rule of Civil Procedure 23 and all other applicable law.

(3) The following class ("Class as Defined") is hereby preliminarily certified, for settlement purposes only, and shall consist of the following. Capitalized terms used herein are defined in the Agreement:

> "Class" or "Class Members" means any person or entity (a) who are or were, at or after the time of the Sinkhole Occurrence, owners of, and any person or entity holding the right to sue on behalf of owners of, uninhabited land, including land with camps or structures that are not occupied as permanent residences, within a two mile radius of the Center Of The Sinkhole, including owners of, and any person or entity holding the right to sue on behalf of owners of, the Hebert Tracts; and (b) the following businesses: Tee's Silk Screening, Cutting Edge Hair Salon, Laser Construction, Brenda Romero, Automotive Remodeling Service, Town & Country Holding Company, LLC, Beryl Gomez Realty, and Cajun Land Realty. The

persons and entities specifically listed in Exhibit A to the Agreement are excluded from the Class.

In so holding, the Court finds that the prerequisites of Rule 23 of the Federal Rules of Civil Procedure are satisfied and that the Class as Defined may be certified.

(3) Michael Landry, Mary Russo, and Leah Payne to are hereby preliminarily approved to appear on behalf of and serve as representatives for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

(4) Class Counsel previously approved by this Court in the *Leblanc* class -- i.e., Calvin C. Fayard, Jr., Lawrence J. Centola, III, Matthew B. Moreland, and Richard Perque -- shall continue to appear on behalf of and serve as counsel for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

(5) The funds deposited and to be deposited into the Settlement Fund are designated as a qualified settlement fund pursuant to the U.S. Int. Rev. Code § 468B (26 U.S.C. § 468B) and shall be regulated according to the regulations promulgated thereunder from the date of this order; this Court shall assume continuing jurisdiction over the Settlement Fund in accordance with U.S. Int. Rev. Code § 468B (26 U.S.C. § 468B) and the regulations promulgated thereunder; and the funds in such account may be invested, disbursed, paid, and/or transferred in accordance with the provisions of the Agreement.

(6) The appointment of Ralph Tureau as special master to assist the Court to: (i) devise a plan for establishing appropriate reserves to be deducted from the settlement funds in order to establish the amount available from the settlement funds for distribution to Class Members; (ii) establish appropriate criteria for evaluation of claims of Class Members; (iii) review and evaluate claims of Class Members in accordance with the criteria so established; (iv) establish proposed allocations for each Class Member in accordance with these criteria and evaluations; (v) prepare a

proposed plan for pro-rata distribution of the proposed allocations; (vi) submit to the Court a report on the above, along with recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date; (vii) engage such staff, deputies, and experts as reasonably necessary and conduct such hearings as may be necessary and appropriate to carry out this assignment, the Class Member disbursements, and individual allocation and distribution of class counsel fees and cost reimbursements; and (viii) perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as set forth herein, assist the Court in further settlement negotiations, or as the Court may direct, is hereby approved.

(7) Except as otherwise provided in the Agreement, the Settlement Fund shall be maintained and managed at interest under the supervision and orders of the Court.

(8) No disbursements from the Settlement Fund shall be permitted, except in accordance with the Agreement, unless and until the Effective Date has occurred.

(9) Any contingency fee contracts dated after September 1, 2015 shall not be enforceable, absent good cause shown following appropriate judicial proceedings.

(10) The Court will approve a notice plan and the form of notices to putative Class Members after considering proposed forms of the same to be submitted by Class Counsel, with input and participation of Vulcan and Occidental.

(11) Contemporaneously with approval of the notice plan and the form of the notices to putative Class Members, the Court shall hold a fairness hearing on May 9, 2018 at 9:30 am to consider comments/objections regarding the Agreement and the proposed settlement set forth therein and to consider its fairness, reasonableness, and adequacy under Rule 23 of the Federal Rules of Civil Procedure.

(12) The commencement and/or prosecution of any and all actions and proceedings (including discovery) arising from or related to the Sinkhole Occurrence and related acts and/or omissions by, on behalf of, or through any Class Members against any of the Released Parties (excluding, therefrom, however, those proceedings within the Class Action necessary to obtain certification of the Class as Defined and final approval of the Settlement in accordance with the Agreement), are hereby stayed during the pendency of these settlement proceedings and until further ordered by this Court.

(13) The stay provided herein prohibits any other action arising out of, related to, or connected in any way with the Class Action and/or the Subject Matter of the Class Action from being certified as a class action.

(14) The Court reserves the right to approve the proposed Agreement with or without modification.

(15) Unless otherwise expressly agreed in writing by Class Counsel, the Class, and Vulcan and Occidental, if the Effective Date does not occur, pursuant to the terms of the Agreement, or in the event that the Agreement does not become effective as required by its terms for any other reason, this Order of Preliminary Approval of Proposed Settlement shall become null and void as regarding (a) the Released Parties, and (b) Class Counsel and the Class, and such parties shall be restored to their respective positions *status quo ante*; in such event, this Order of Preliminary Approval of Proposed Settlement shall have no force and effect regarding (aa) the Released Parties, and (bb) Class Counsel and the Class, and in all events, nothing in this Order of Preliminary Approval of Proposed Settlement shall constitute, be construed as, or be admissible as evidence of an admission by any Released Party that the Class Action or any other proposed

class action can be or is properly certified for trial or litigation purposes under Rule 23 of the Federal Rules of Civil Procedure or any similar statute or rule.

(16) This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class, including the allocation and distribution of all available settlement funds and hearing thereon.

Thus done and signed, this _____ day of _____, 2018, in New Orleans, Louisiana.

JAY C. ZAINEY
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

LISA T. LEBLANC, ET AL. v. TEXAS BRINE, LLC ET AL.	CIVIL ACTION NO. 12-2059 AND CONSOLIDATED CASES SECTION A (5) HONORABLE JAY C. ZAINEY

SETTLEMENT AGREEMENT

This Settlement Agreement, dated February 26th, 2018 ("Agreement"), sets forth the terms and conditions agreed upon by the Parties for the settlement of this matter. This Agreement is intended by the Parties to fully, finally, and forever settle and release the Claims, subject to the terms and conditions herein. The Parties recognize additional documents will be required in order to implement the Agreement. The Parties agree to work in good faith to present to the Court all documents needed to implement the Agreement and agree that, in the absence of agreement by the Parties with respect to such documents, the Court shall resolve disputes between the Parties consistent with the terms of this Agreement.

ARTICLE I
RECITALS

1.1. WHEREAS, on August 3, 2012, a sinkhole occurred on property owned by Occidental Chemical Corporation near the Oxy-Geismar No. 3 brine well in Assumption Parish, Louisiana, near the intersection of Bayou Corne and LA Highway 70.

1.2. WHEREAS, Class Counsel has concluded that it is in the best interests of the Class Members to compromise, settle and release the Claims asserted, or that could have been asserted, against Occidental and Vulcan in consideration of the terms and benefits of the Agreement. After arm's length negotiations, Class Counsel have considered, among other things: (1) the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of discovery and testimony completed; (3) the potential for prevailing on the merits; (4) the range of possible recovery and certainty of damages; and (5) the existing rulings of the Court; and have determined the Agreement is fair, reasonable, adequate, and in the best interests of the Class Members.

1.3. WHEREAS, Occidental and Vulcan have concluded that it is in their interests to compromise and settle the Claims asserted, or that could have been asserted, against them, in consideration of the terms and benefits of the Agreement. After arm's length negotiations, Occidental and Vulcan and their counsel have considered, among other things: (1)

the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of discovery and testimony completed; (3) the burdens of litigation; (4) the potential for prevailing on the merits; and (5) the range of possible recovery and certainty of damages; and have determined the Agreement is fair, reasonable, adequate and in their best interests.

1.4. WHEREAS, this Agreement sets forth the terms and conditions agreed upon to settle and resolve all Claims of the Class Members that have been or could have been made against the Released Parties, which shall be resolved and dismissed with prejudice in accordance with the terms of this Agreement.

THEREFORE, the Parties agree as follows:

ARTICLE II
DEFINITIONS

For purposes of this Agreement, terms with initial capital letters have the meanings set forth below:

2.1. "Action" means *Leblanc, et al. v. Texas Brine Company, LLC*, No. 12-2059 and consolidated cases, United States District Court for the Eastern District of Louisiana.

2.2. "Administrative Costs" means all costs associated with the implementation and administration of the notice, allocation and claims processes contemplated by this Agreement, including without limitation Court-approved compensation and costs associated with the Administrator, including any vendors, experts or legal counsel retained by the Administrator, costs of the Notice Program(s), costs of establishing, implementing and administering the claims process, costs of the Claims Program, costs of establishing and operating the Settlement Fund, costs of distributing the Settlement Payment, and all other costs and compensation associated with the implementation and administration of this Agreement, as set forth in this Agreement.

2.3. "Administrator" means a settlement administrator, special master, or other person appointed by the Court to oversee the Notice Program and the allocation and distribution of the Settlement Payment to Class Members.

2.4. "Center Of The Sinkhole" means the following GPS coordinates: Northing = 549,565.98'; Easting = 3,341,072.17'; Lat.(DMS) = N030° 00' 39.8305"; Long. (DMS) = W091° 08' 34.8117".

2.5. "Claims" means all past, present, and future claims of any nature whatsoever arising from or related to the Sinkhole Occurrence and related acts and/or omissions, including all liabilities, demands, causes of action, rights of action, complaints, lawsuits, regulatory proceedings, obligations, responsibilities, assertions, allegations, entitlements, expectations, demands, debts, expert opinions, interventions, assigned claims, cross-claims, third-party claims, subrogation claims, arbitration or mediation demands, injunctive claims and/or obligations of any kind or character, known or unknown, foreseen or unforeseen, asserted or unasserted, made or which could have been made or which could be made in the future, existing or contingent, whether at law or in equity, whether sounding in, grounded in or based

upon or in tort, contract, quasi-contract, equity, third-party beneficiary, citizen suit, obligation, nuisance, trespass, negligence, gross negligence, negligence per se, servitude law, mineral law, lease law, strict liability, absolute liability, unjust enrichment, intentional or deliberate conduct, derivative or vicarious liability, vicinage, abuse of rights and/or any past, present or future law, statute, standard, jurisprudence, regulation or other legal theory or basis of liability whatsoever, whether local, state or federal, and whether for compensatory damages, special damages, punitive damages, exemplary damages, bad faith damages, property damages, mitigation, loss of income, lost profits, future income, specific performance, injunction, lost rental value, lost rentals, loss of business or business opportunities, breach of contract, lost royalties, loss of land, subsidence, lost property value, diminution in property value, clean-up claims, costs, taxes, remediation, restoration, removal expenses, response costs, investigation costs, pollution, corrective action, loss of use, economic damages, stigma damages, natural resource damages, environmental damages, groundwater, surface-water and/or soil contamination, environmental monitoring, attorney fees, litigation or investigation expenses, experts or consultant fees or costs and/or any other loss, damage, cost, fine, penalty, tax, fee or expense of any kind whatsoever.

2.6. "Claims Program" means the program to distribute the Settlement Payment to the Class Members, as described in Article IV.

2.7. "Class" or "Class Members" means any person or entity (a) who are or were, at or after the time of the Sinkhole Occurrence, owners of, and any person or entity holding the right to sue on behalf of owners of, uninhabited land, including land with camps or structures that are not occupied as permanent residences, within a two mile radius of the Center Of The Sinkhole, including owners of, and any person or entity holding the right to sue on behalf of owners of, the Hebert Tracts; and (b) the following businesses: Tee's Silk Screening, Cutting Edge Hair Salon, Laser Construction, Brenda Romero, Automotive Remodeling Service, Town & Country Holding Company, LLC, Beryl Gomez Realty, and Cajun Land Realty. The persons and entities specifically listed in Exhibit A hereto are excluded from the Class.

2.8. "Class Counsel" means Fayard & Honeycutt, APC, and Martzell Bickford & Centola APC.

2.9. "Court" means the United States District Court for the Eastern District of Louisiana, in *Leblanc, et al. v. Texas Brine Company, LLC*, No. 12-2059 and consolidated cases, Judge Jay Zainey, presiding.

2.10. "Effective Date" means the date on which the approval order described in Section 7.6 becomes Final.

2.11. "Final," with respect to any order of the Court, means an order for which either of the following has occurred: (1) the day following the expiration of the deadline for appealing the entry of the order, if no appeal or writ is filed, or (2) if an appeal of the order is filed, the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for writ of certiorari) affirm such order, or deny any such appeal or petition for writ of certiorari.

2.12. "Hebert Tracts" means the following property descriptions:

- Tract H-1: A certain tract or parcel of land being the East Half of the East Half of the Northwest Quarter (E/2 of E/2 of NW/4) of Section 39, Township 12 South, Range 13 East, Assumption Parish, Louisiana, containing 40.19 acres; and

- Tract H-2: A certain tract or parcel of land located in the Southwest corner of the Northeast Quarter of Section 40, Township 12 South, Range 13 East, Assumption Parish, Louisiana, containing 22.50 acres, bounded now or formerly as follows: North and East by Dugas & Leblanc, Ltd., South by Estate of Gus J. LaBarre, and West by Dugas & Leblanc, Ltd. and the Estate of Militus Babin.

2.13. "Individual Release" means a Class Member's individual release of claims, described in Article V, the form of which is attached as Exhibit C.

2.14. "Notice Program" means any and all notice to Class Members ordered by the Court in relation to this Agreement, including any reminder notices and termination notices.

2.15. "Occidental" means Occidental Chemical Corporation, Occidental Petroleum Corp., OXY USA, Inc., Basic Chemical Company, LLC, and Occidental VCM, LLC, including and/or together with, their respective predecessors, successors, parents (whether direct or indirect), owners, affiliates, subsidiaries (whether direct or indirect), unincorporated divisions, operating companies, divisions, assigns, joint venturers, claims administrators, and insurers, reinsurers, excess insurers, and underwriters (all in their capacity as such for Occidental Chemical Corporation Occidental Petroleum Corp., OXY USA, Inc., Basic Chemical Company, LLC, and/or Occidental VCM, LLC), and any of their current and former employees, officers, directors, managers, shareholders, stockholders, agents, attorneys and representatives, individually and collectively, together with any of their respective predecessors and successors in interest.

2.16. "Opt-Outs" means those persons who meet the definition of Class Members, but who timely and properly exercise their rights to opt out of the Class and therefore are not Class Members, as described in Article VIII.

2.17. "Opt-Out Conditions" means the conditions set forth on Exhibit B to this Agreement, the occurrence of which shall give rise to the right of Occidental or Vulcan to terminate this Agreement in accordance with Article IX.

2.18. "Parties" means Occidental, Vulcan, and the Class.

2.19. "Released Parties" means Occidental and Vulcan.

2.20. "Settlement Fund" means the interest-bearing escrow account established for the benefit of the Class to receive the Settlement Payment to be established at Whitney National Bank, unless otherwise agreed to by all the parties and administered in accordance with the Settlement Agreement and pursuant to the applicable regulations of the United States Internal Revenue Service regarding qualified settlement funds.

2.21. "Settlement Payment" means the sum of $10,000,000 (ten million) U.S. dollars ("USD") paid by, or on behalf of, Occidental and Vulcan to resolve the Claims.

2.22. "Sinkhole Occurrence" means the multi-acre sinkhole that occurred on or about August 3, 2012 near the Oxy-Geismar No. 3 brine well in Assumption Parish, Louisiana, in the general vicinity of Bayou Corne and Louisiana Highway 70, including any associated subsidence, other earth movement or geological activity.

2.23. "Texas Brine" means Texas Brine Company, LLC, Texas United Corporation, and United Brine Services Company, LLC, including and/or together with, their respective predecessors, successors, parents (whether direct or indirect), owners, affiliates, subsidiaries (whether direct or indirect), unincorporated divisions, operating companies, divisions, assigns, joint venturers, claims administrators, and insurers, reinsurers, excess insurers, and underwriters (all in their capacity as such for Texas Brine Company, LLC, Texas United Corporation, and/or United Brine Services Company, LLC), and any of their current and former employees, officers, directors, managers, shareholders, stockholders, agents, attorneys and representatives, individually and collectively, together with any of their respective predecessors and successors in interest.

2.24. "Vulcan" means Legacy Vulcan, LLC, Vulcan Chloralkali, LLC, Legacy Vulcan, LLC f/k/a Legacy Vulcan Corp. f/k/a Vulcan Materials Company, Vulcan Chemicals Investments, LLC, and Vulcan Materials Company, a New Jersey Corporation incorporated on or about February 14, 2007, including and/or together with, their respective predecessors, successors, parents (whether direct or indirect), owners, affiliates, subsidiaries (whether direct or indirect), unincorporated divisions, operating companies, divisions, assigns, joint venturers, claims administrators, and insurers, reinsurers, excess insurers, and underwriters (all in their capacity as such for Legacy Vulcan, LLC, Vulcan Chloralkali, LLC, Legacy Vulcan, LLC f/k/a Legacy Vulcan Corp. f/k/a Vulcan Materials Company, Vulcan Chemicals Investments, LLC, and/or Vulcan Materials Company, a New Jersey Corporation incorporated on or about February 14, 2007), and any of their current and former employees, officers, directors, managers, shareholders, stockholders, agents, attorneys and representatives, individually and collectively, together with any of their respective predecessors and successors in interest.

ARTICLE III
SETTLEMENT PAYMENT

3.1. Occidental and Vulcan shall make, or have another make on their behalf, the Settlement Payment to resolve the Claims. After making the Settlement Payment, Occidental and/or Vulcan shall not be required to make, or have another make on their behalf, any further payments pursuant to this Agreement.

3.2. Under no circumstances shall Occidental and/or Vulcan have any liability for amounts in excess of the Settlement Payment. All damages to Class Members, attorneys' fees and costs, common benefit fees and expenses, and Administrative Costs shall be paid from the Settlement Payment.

ARTICLE IV
DISTRIBUTION OF SETTLEMENT PAYMENT

4.1. Claims Program. Subject to the terms and conditions herein, Class Counsel shall make arrangements to establish a Court-supervised Claims Program for the Class members.

(a) Class Counsel shall, within [14] days of filing of this Agreement, recommend to the Court a person to serve as the Administrator, subject to Court approval. In the absence of agreement by Vulcan and Occidental, the Court shall select the Administrator. Neither Vulcan nor Occidental shall have any liability for any damages arising from any actions or omissions of the Administrator.

(b) The Administrator shall develop the Claims Program, subject to the approval of the Court, and shall implement the Claims Program subject to Court supervision. The Claims Program shall take into account the nature and size of the property or business owned by a Class Member, the distance of such property or business from the Center of the Sinkhole, the Class Member's percentage ownership of the property or business, and any other factors the Administrator deems appropriate.

(c) Class Counsel and/or the Administrator shall consult with Occidental and Vulcan on the Claims Program, including on issues such as periodic reporting of summary claims data and receipt of electronic copies of executed Individual Releases. Occidental and Vulcan shall be entitled to standard reports of claims data and may request additional information.

(d) The Claims Program is intended to distribute funds remaining after Administrative Costs have been paid. Distribution of the Settlement Payment under the Claims Program shall not occur until after the Effective Date occurs and the order approving the Claims Program is Final. The fact that the Court retains jurisdiction, after the Effective Date occurs and the order approving the Claims Program is Final, to oversee the Claims Program or other aspects of the administration of the Settlement Fund, shall not impact the timing of distribution of the Settlement Payment.

(e) In the event that funds remain in the Settlement Fund following implementation of the Claims Program in accordance with the orders of the Court, Class Counsel shall make a proposal, subject to the review and approval of the Court, for the distribution of the remaining funds to the Class Members, or for the distribution of funds *cy pres*, or for such other distribution as the Court may approve. Class Counsel may seek the assistance of the Administrator in making the proposal for the distribution of remaining funds.

(f) Neither Occidental nor Vulcan shall have any responsibility or liability whatsoever for the Claims Program or the distribution or method of distribution of the Settlement Payment.

4.2. Administrative Costs. Subject to the supervision of the Court, the Administrator shall disburse funds as needed from the Settlement Fund to cover Administrative

Costs. Funds may be disbursed to cover Administrative Costs beginning as soon as the Settlement Payment is made into the Settlement Fund.

4.3. Attorneys' Fees.

(a) Subject to Court approval, all common benefit fees and all common benefit expenses incurred in connection with prosecuting this Action, will be paid by the Administrator from the Settlement Fund. The Released Parties shall not be responsible for the payment of any common benefit fees, common benefit expenses or other costs/expenses above or beyond the funds in the Settlement Fund

(b) Class Counsel and the Released Parties have made no agreement regarding what the award of common benefit fees and expenses should be.

(c) Class Counsel shall prepare and file with the Court a common benefit fee application, specifying the total amount of costs and fees it seeks for (i) the reimbursement of reasonable costs and expenses incurred for the benefit of the Class, and (ii) the reasonable fees for services performed for the benefit of the Class, which shall be determined in accordance with applicable standards for such fees, including, as appropriate, consideration of the results achieved and the contingencies involved in the performance of such services. Class Counsel shall comply with the provisions of FRCP 23(h) in regard to the fee application.

(d) The Parties acknowledge and agree that neither Class Counsel, nor other attorneys who have represented the Class Members, nor Class Members, nor their respective agents, assigns, successors, creditors, lienholders, claimants or representatives, shall have any claim whatsoever against the Released Parties for payment of attorneys' fees, expenses or other costs, other than the common benefit fees and expenses described in this Agreement, which shall be paid from the Settlement Fund.

(e) In the event any dispute arises out of the allocation of such common benefit fees and expenses, the Parties agree that the Released Parties are not responsible for any liability, costs or expenses related thereto, and the Released Parties shall in no circumstance have any liability for costs or expenses above and beyond the funds in the Settlement Fund.

4.4. Timing of Distributions. After the Effective Date, distributions to Class Members shall occur as soon as practicable, or in a timeframe ordered by the Court, consistent with the terms and conditions of this Agreement.

4.5. Appeal of Distributions. The Administrator's decisions with respect to the amount of the Settlement Payment to be distributed to each Class Member making a claim under the Claims Program may be appealed to the Court or to a Special Master or Magistrate designated by the Court to hear any appeals.

4.6. Class Representative Incentive Award. Class Counsel intends to make an application for an incentive award to Class Representatives not to exceed $5,000.00 each contemporaneous with the application for an award of attorneys' fees, costs and expenses.

4.7. Administration and Funding of Settlement Payment.

(a) The Settlement Payment shall be placed in the Settlement Fund. The Settlement Fund, including all accounts and subaccounts thereof, shall be treated as (i) a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, et seq., and (ii) a qualified settlement fund or other analogous fund described in any other applicable local, state or foreign law (as described in (i) or (ii), a "QSF"). The Administrator shall be the administrator of the QSF pursuant to Treas. Reg. § 1.468B-2(k)(3) and any other applicable law and shall be responsible for the timely and proper performance of the undertakings specified in the regulations promulgated under 26 U.S.C. § 468B and any analogous provisions of local, state or foreign law, including, but not limited to, the obtaining of an employer identification number for the Settlement Fund, the filing of all required tax returns in accordance with Treas. Reg. § 1.468B-2(k)-(l), any required withholding of tax, the payment of any taxes (including estimated taxes) and associated penalties, interest or additions for which the Settlement Fund may be liable, and responding to any questions from or audits regarding such taxes by a tax authority. In cooperation with the Released Parties, Class Counsel and the Administrator shall be responsible for and take all steps necessary for establishing and treating the Settlement Fund as a QSF and, to the fullest extent permitted by applicable law, shall not take a position (nor permit an agent to take a position) in any filing or before any tax authority inconsistent with such treatment. Class Counsel and the Administrator shall treat the Settlement Fund as a QSF from the earliest possible date, including through the making of a "relation-back" election as described in Treas. Reg. § 1.468B-1(j)(2) with respect to the Settlement Fund and any analogous election under other applicable law.

(b) Vulcan and Occidental shall pay, or have paid on their behalf, into the Settlement Fund, the Settlement Payment ($10,000,000) within 60 days of the filing of this Agreement with the Court or within 30 days of the establishment of the Settlement Fund, whichever is later.

(c) The Administrator shall maintain and oversee the Settlement Fund. If any dispute arises with respect to the maintenance and oversight of the Settlement Fund or the scope and responsibilities of the Administrator, the Court will resolve the matter consistent with the terms of this Agreement.

(d) The Settlement Payment shall be held in the Settlement Fund until distribution, except that approved Administrative Costs may be disbursed from the Settlement Fund before the Effective Date. Upon the Effective Date, all income earned on money held in the Settlement Fund, net of taxes, shall be subject to allocation by the Administrator.

(e) The Settlement Fund shall indemnify Occidental and Vulcan for (i) all taxes imposed on the income earned by or with respect to the Settlement Fund and (ii) any interest, penalties, or additions associated therewith. Without limiting the foregoing, the Administrator shall reimburse Occidental and Vulcan from the Settlement Fund for any such taxes, interest, penalties, or additions to the extent they are imposed on or paid by Occidental and Vulcan for any period during which the Settlement Fund does not qualify as a QSF. Occidental and Vulcan shall have no responsibility for the establishment of the Settlement Fund, the maintenance of the Settlement Fund, the payment of taxes on income earned by or with respect

to the Settlement Fund, the receipt of an employer identification number for the Settlement Fund, the preparation, filing or transmittal of any tax returns or statements required to be prepared, filed or transmitted by the Administrator with respect to the Settlement Fund, the withholding of any amounts required to be withheld on the distribution of the Settlement Fund or the distribution of the Settlement Fund or the administration of the Agreement. Class Counsel and the Administrator are solely responsible for all aspects of the Settlement Fund.

ARTICLE V
RELEASE OF CLAIMS.

5.1. Release of Claims. In consideration of the Settlement Payment and the terms and conditions of this Agreement, the Class Members and Class Counsel agree that, upon the Effective Date, the Final order and judgment approving the Agreement shall operate as a release of the Released Parties by each Class Member, of any and all Claims, releasing, waiving, acquitting, and forever discharging, the Released Parties from, and covenanting not to sue the Released Parties regarding, any and all Claims.

(a) Class Counsel, on behalf of the Class, acknowledges that the release provided for herein will be, and may be raised as, a complete defense to and will preclude any action or proceeding against the Released Parties regarding any Claims.

(b) In connection with the release provided for herein, Class Counsel acknowledges on behalf of the Class that claims presently unknown or unsuspected, or facts in addition to or different from those now known or believed to be true with respect to the matters released herein, may be discovered. Nevertheless, it is the intention of the Parties to fully, finally and forever settle and release all such matters, and all Claims relating thereto, that hereafter may exist, or might have existed with respect to the Claims.

5.2. Individual Release. In order to receive a payment from the Settlement Fund, Class Members shall execute an "Individual Release" in the form attached as Exhibit C. An Individual Release must be signed by a handwritten signature of the Class Member, in the presence of 2 witnesses, and notarized. The Parties recognize that any Class Members who may be allocated amounts under the settlement agreement, but whose allocations remain unclaimed, will not provide any Individual Release.

ARTICLE VI
NO ADMISSION OF LIABILITY.

6.1. The Parties agree that the negotiation and execution of this Agreement, or any payments made thereunder, are to compromise disputed claims and are not an admission of wrongdoing, non-compliance, or liability. Occidental and Vulcan deny all allegations of any wrongdoing, fault, non-compliance, and liability, and deny causing any damage associated with the Sinkhole Occurrence.

6.2. Regardless of whether the Agreement is approved in any form by the Court, not consummated for any reason, or otherwise terminated or canceled, this Agreement and all documents related to the Agreement (and all negotiations, discussions, statements, acts, or proceedings in connection therewith) shall not be offered or received against any Party as

evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Party with respect to the truth of any fact alleged or the validity of any claim that was or could have been asserted against Occidental or Vulcan arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Sinkhole Occurrence, or of any liability, negligence, recklessness, fault, or wrongdoing of Occidental or Vulcan, or construed against any Party as an admission, concession, or presumption that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

ARTICLE VII
SETTLEMENT APPROVAL

7.1. Approval.

(a) The Parties agree to take all actions reasonably necessary for preliminary and final approval of the Agreement, and approval of the additional documents described herein.

(b) Pursuant to Section 7.5 below, on or before March 6, 2018, Class Counsel shall file with the Court a motion for preliminary approval of this Agreement, unless the Parties agree to a different schedule for the filing of such motion.

(c) The Parties agree to take all actions necessary to obtain final approval of this Agreement and entry of Final orders dismissing the Released Parties from the Action with prejudice and dismissing and/or releasing the Claims against Occidental and Vulcan with prejudice.

(d) Certification of the Class is for settlement purposes only, and Occidental and Vulcan reserve all arguments against certification of a litigation class, and reserve all other rights, including but not limited to rights regarding the applicable statute of limitations, prescriptive period or peremptive period.

7.2. Cooperation.

(a) Occidental and Vulcan agree to reasonably cooperate in seeking approval of this Agreement and satisfaction of all conditions precedent to the occurrence of the Effective Date of this Agreement.

7.3. Class Notice.

(a) The Notice Program shall be as approved by the Court to meet all applicable Fed. R. Civ. P. 23 notice requirements; shall include individual mailed notice where practicable; and shall include a website and toll-free number.

(b) Class Counsel shall propose the Notice Program, and Class Counsel shall submit the Notice Program to the Court for its approval. The Notice Program shall include a description of the Claims Program prepared by the Administrator and the manner in which Class Members may submit claims for payment. The Notice Program shall be subject to

review and approval by Occidental and Vulcan, which approval shall not be unreasonably withheld.

7.4. Objections.

(a) Any Class Member who intends to object to the fairness, reasonableness and adequacy of this Agreement ("Objector") must file a written objection ("Objection Form") with the Court and mail a copy to Class Counsel, Occidental, and Vulcan, at the addresses set forth below in Section 11.4. The Notice Program shall specify a deadline, not less than 30 days from the commencement of the Notice Program, for the filing and post-marking of the mailings of objections. Class Counsel shall propose the Objection Form, subject to review and approval by Occidental and Vulcan. Objectors must set forth in the Objection Form their full name, telephone number, email address, provide proof of membership in the Class, and provide a description of any property wholly or partially located within the Class area in which they have an ownership interest. In addition to the above, Objectors must state in their Objection Form the reasons for objecting, and a statement whether the Objector intends to appear in Court at any final fairness hearing either with or without separate counsel. Subject to the Court's discretion, any Class Member shall be entitled to be heard in Court at any hearing (whether individually or through separate counsel), or to object to the Settlement Agreement, provided that such Class Member submits written notice of the Class Member's objection in compliance with the deadline and other requirements specified in this Section 7.4, and in the Notice Program. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections.

(b) Class Counsel agrees not to represent any Objectors to this Settlement Agreement.

7.5. Preliminary Approval Order. Promptly after this Agreement is executed, Class Counsel shall, in consultation with Occidental and Vulcan, prepare and file with the Court a motion for preliminary approval of this Agreement requesting that the Court:

(a) Preliminarily confirm the class representatives proposed by Class Counsel;

(b) Preliminarily certify the Class for settlement purposes only;

(c) Preliminarily approve the Agreement as fair, reasonable, and adequate; and

(d) Find that the Notice Program proposed by the Administrator and/or Class Counsel satisfies the requirements set forth in Federal Rule of Civil Procedure 23;

(e) Set forth procedures and deadlines associated with the notice process and fairness hearing;

(f) Issue an injunction permanently barring and preventing each and all Class Members from prosecuting against the Released Parties any Claims or bringing any subsequent claims or causes of action in law or in equity that arise from, or are related to,

directly or indirectly, the Claims and/or Sinkhole Occurrence. This provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.

7.6. Final Approval. Class Counsel, on behalf of the Class Members, shall seek the following Final order of the Court that:

(a) Confirms the class representatives proposed by Class Counsel;

(b) Certifies the Class for settlement purposes only;

(c) Approves the Agreement as fair, reasonable, and adequate;

(d) Incorporates the terms of this Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties to interpret, implement, administer and enforce the Agreement in accordance with its terms;

(e) Approves the Settlement Fund, finds that the Settlement Fund is a QSF, and provides that the Settlement Fund is subject to the continuing jurisdiction of the Court in accordance with the terms of this Agreement;

(f) Finds that the Notice Program, as carried out by the Administrator, satisfies the requirements set forth in Federal Rule of Civil Procedure 23;

(g) Permanently bars and enjoins the Class and each Class Member from commencing, asserting, and/or prosecuting any and all Claims against the Released Parties;

(h) Dismisses the Released Parties from the Action with prejudice; and

(i) Dismisses with prejudice and releases all of the Claims asserted by, or that could have been asserted by, the Class Members against the Released Parties.

ARTICLE VIII
OPT-OUTS

8.1. To validly exclude themselves and opt-out from the Class, a Class Member must, no later than a date to be determined by the Court (the "Opt-Out Deadline"), submit a written request to opt-out that complies with applicable instructions set forth in this Agreement and the Notice Program. A written request to opt out must be signed with the handwritten signature of the person (or representative of the entity) opting out. Such handwritten signature may be scanned and/or submitted in PDF form or by fax.

8.2. Class Counsel, Occidental, and Vulcan shall be provided with identifying information on Opt-Outs on a weekly basis. Fourteen (14) days after the Opt-Out Deadline , the Administrator and/or Class Counsel shall provide to Occidental and Vulcan information showing the identity of all of the Opt-Outs, and information showing the location of and percent ownership interest of any Opt-Out in any properties located wholly or partially within 2 miles of the Center Of The Sinkhole and/or any of the businesses set forth in Section 2.7.

8.3. All Class Members who do not timely and properly opt out shall in all respects be bound by all the terms of this Agreement and the Final order(s) with respect to the Class contemplated herein, and shall be permanently and forever barred from commencing, instituting, maintaining or prosecuting any action based on any Claim against any of the Released Parties in any court, arbitration tribunal, or administrative or other forum.

8.4. Class Counsel agrees not to represent any Opt-Outs to this Agreement.

ARTICLE IX
TERMINATION OF AGREEMENT

9.1. In the event that any of the Opt-Out Conditions set forth in Exhibit B is satisfied, Vulcan or Occidental may jointly elect, in writing, to terminate this Agreement within 14 days after all Opt-Out data has been made available to Vulcan and Occidental, as set forth in Section 8.2 above. The Opt-Out Conditions set forth in Exhibit B shall be submitted to the Court under seal, and shall otherwise be kept confidential and not made available to Class Members or the public.

9.2. At the written election of Occidental or Vulcan, this Agreement shall become null and void and shall have no further effect in the event that:

(a) The Effective Date of this Agreement cannot occur; or

(b) The Court declines to enter the order(s) described in Sections 7.5 and 7.6 or any such order(s) described in Section 7.6 fails to become Final. However, Vulcan, Occidental, and Class Counsel may upon mutual written agreement, waive this provision and accept the order(s) of the Court as entered and thus waive one or more of the provisions of Sections 7.5 or 7.6.

9.3. Effect of Termination. In the event the Agreement is terminated in whole or in part, this Agreement shall become null and void *ab initio*, and shall not be offered into evidence or used in this or any other action for any purpose, including, but not limited to, in support of or opposition to the existence, certification or maintenance of any purported class. If this Agreement terminates, the Parties shall be restored to their positions as they existed prior to the execution of the Agreement, and all funds including income of any kind, less Administrative Costs then incurred, and then remaining in the Settlement Fund, or in any other account holding funds from the Settlement Payment, shall be returned to Occidental and Vulcan as soon as practicable; provided, however, that the Administrator shall have authority to pay from the Settlement Fund any Administrative Costs reasonably incurred in connection with winding down the implementation of this Agreement. Any such costs and costs of any termination notice approved by the Court shall be deducted from the funds in the Settlement Fund prior to any funds being returned. If this Agreement terminates, Class Counsel, Occidental, and Vulcan shall jointly move the Court to vacate any preliminary approval order entered with respect to this Agreement and any of the orders described in Sections 7.5 or 7.6 if any such orders have been entered.

ARTICLE X
PROTECTION AGAINST CLAIMS

10.1. The Class Members agree that they shall not seek to execute, enforce, or collect upon any judgment (whether for money damages, injunctive relief, or any other form of relief) or any portion of any judgment against Texas Brine if the ultimate effect (whether direct or indirect) of any such action would create in Texas Brine any right to any claim or recovery, including any claim for or right to contribution, indemnity, subrogation, comparative fault, joint/several liability, or recovery under any legal, contractual, or equitable theory, against the Released Parties in any way relating to the Class Members' property or business, the Sinkhole Occurrence or the Claims, or would otherwise cause any payment of any sums of money or other consideration, directly or indirectly, by any Released Party relating to the Class Members' property or business, the Sinkhole Occurrence, or the Claims.

10.2. In the event that the Released Parties are required to pay money as a result of Texas Brine obtaining a final judgment against any Released Party, under any theory of recovery (including indemnity, contribution, subrogation, comparative fault, joint/several liability, contract, tort or any other legal, contractual or equitable theory), on any claim by Texas Brine against the Released Parties arising from any claims asserted by any Class Members against Texas Brine, the Class Members agree to indemnify the Released Parties up to the amount that the Class Members have recovered from Texas Brine on such claims, with each Class Member's obligation not to exceed the amount recovered by that Class Member.

10.3. The Class Members agree that any future settlement of any Claim with Texas Brine shall include Texas Brine's express, written agreement that (i) Texas Brine shall not pursue (whether through indemnity, contribution, subrogation, comparative fault, joint/several liability, or any other legal, contractual, or equitable theory) and shall release the Released Parties from any claim for the recovery of any payment or other liability Texas Brine pays or incurs (or is liable to pay or incur) pursuant to the terms of the settlement of any Claim with Class Members; (ii) that Texas Brine represents and warrants that it has not assigned and shall not assign any rights to recover for any payment or other liability Texas Brine pays or incurs (or is liable to pay or incur) pursuant to the terms of such settlement of any Claim with Class Members; and (iii) that the Released Parties are intended third party beneficiaries of Texas Brine's agreement not to pursue the Released Parties for any recovery arising from any such settlement of any Claim with Class Members.

10.4. Occidental and Vulcan agree that, at the time any Class Members enter into any settlement with Texas Brine, if the Class obtains the release and representations described in paragraph 10.3 above, Occidental and Vulcan shall provide to Texas Brine (i) a reciprocal agreement not to pursue (whether through indemnity, contribution, subrogation, comparative fault, joint/several liability, or any other legal, contractual, or equitable theory) and releasing Texas Brine from any claims for the recovery of the payment Occidental and Vulcan make under this Agreement and (ii) a representation and warranty that Occidental and Vulcan have not assigned and shall not assign any rights to recover for the payment made under this Agreement.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1. Exhibits. Any exhibits to this Agreement are incorporated by reference as if fully set forth herein.

11.2. Entire Agreement. This Agreement, including its exhibits and the confidential Opt-Out materials filed with the Court under seal, contains the entire agreement between the Parties concerning the subject matter thereof and supersedes and cancels all previous agreements, negotiations, and commitments, whether oral or in writing, with respect to the subject matter of this Agreement. No representations, warranties or inducements have been made to any Party concerning the Agreement or its exhibits other than the representations and warranties contained and memorialized in the Agreement and its exhibits. This Agreement may be amended from time to time only by written agreement of the Parties, subject to Court approval.

11.3. Additional Documentation. The Parties recognize additional documents will be required in order to implement the Agreement, and agree to be bound by the terms set forth herein with respect to such additional documentation. However, the Parties agree that this Agreement contains all of the essential terms necessary for a full, final, binding and enforceable Settlement Agreement between the Parties.

11.4. Notice.

(a) Written notice to Class Counsel and/or Class Members must be given to:

Calvin C. Fayard, Jr.
Blayne Honeycutt
Fayard & Honeycutt
519 Florida Avenue SW
Denham Springs, LA 70726

Lawrence J. Centola, III
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130
504-581-9065
lcentola@mbfirm.com

(b) Written notice to Occidental must be given to:

Stacy Neal
Occidental Petroleum Corporation
5 Greenway Plaza
Houston, TX 77046-0504
Stacy_Neal@oxy.com

With copies to:

Brad Brian
Daniel Levin
Bethany Kristovich
Munger, Tolles & Olson LLP
355 S. Grand Ave., 35th Floor
Los Angeles, CA 90071
Brad.Brian@mto.com
Daniel.Levin@mto.com
Bethany.Kristovich@mto.com

(c) Written notice to Vulcan must be given to:

Norman Jetmundsen, Jr.
Legacy Vulcan, LLC
1200 Urban Center Drive
Birmingham, AL 35242
jetmundsenn@vmcmail.com

With copies to:

Roy Cheatwood
Kent Lambert
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
201 St. Charles Avenue
Suite 3600
New Orleans, LA 70170
rcheatwood@bakerdonelson.com
klambert@bakerdonelson.com

(d) All notices required by the Agreement shall be sent by overnight delivery and by electronic mail.

11.5. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Louisiana, without giving effect to conflict of laws principles. The Parties agree that any judicial proceeding arising out of or resulting from this Agreement shall be filed only before the Court, in the Action.

11.6. Continuing Jurisdiction. The Court shall have continuing and exclusive jurisdiction to interpret, administer, implement, and enforce this Agreement, including through injunctive or declaratory relief.

11.7. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

11.8. Mutuality. This Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

11.9. Counterparts. This Agreement may be executed in counterparts, and a facsimile signature shall be deemed an original signature for purposes of this Agreement.

11.10. Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

11.11. Singular and Plural. For purposes of interpreting this Agreement, the single includes the plural and vice versa.

11.12. Assignment. No Party to this Agreement shall assign or delegate any of the rights, interests, or obligations under or relating to this Agreement without the prior written consent of the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

11.13. Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement, except as expressly provided herein.

11.14. No Solidary Liability. The Parties expressly agree and acknowledge that the Released Parties are not solidary obligors and do not bear any joint and several liability for any obligation, including but not limited to any obligation to satisfy the terms of this Agreement. Likewise, by entering into this Agreement, the Parties agree and acknowledge that they are not forming or operating as a joint venture or partnership for any purpose. The Class Members expressly stipulate that none of the Released Parties individually shall be deemed or held solidarily liable for that portion of the Settlement Payment owed by any other Released Party.

ARTICLE XII
REPRESENTATIONS AND WARRANTIES REGARDING AUTHORITY

12.1. Class Counsel on behalf of the Class Members represents and warrants that they have authority to enter into this Agreement on behalf of the Class, subject to the Court's appointment of Class Counsel. This Agreement has been duly and validly executed and delivered by Class Counsel, and constitutes a legal, valid and binding obligation of the Class, subject to Court approval of the Agreement.

12.2. Occidental and Vulcan represent and warrant that each of them has all requisite corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery, and performance by Occidental and Vulcan of this Agreement has been duly authorized by all necessary corporate action and constitutes the legal, valid and binding obligation of Occidental and Vulcan, subject to Court approval.

The Parties have caused this Agreement to be duly executed, as of the date first written above.

OCCIDENTAL CHEMICAL CORPORATION, on behalf of the Occidental entities:

By: _____
Name:
Title:

LEGACY VULCAN, LLC, on behalf of the Vulcan entities:

By: _____
Name:
Title:

CLASS COUNSEL, on behalf of the Class:

By: Calvin C. Fayard, Jr.
Name:

By: _____
Name:

Exhibit A: Class Exclusions

Exhibit B: Opt-Out Conditions

Exhibit C: Individual Release

Exhibit D: Class Area Map

The Parties have caused this Agreement to be duly executed, as of the date first written above.

OCCIDENTAL CHEMICAL CORPORATION, on behalf of the Occidental entities:

By: _____
Name:
Title:

LEGACY VULCAN, LLC, on behalf of the Vulcan entities:

By: _____
Name: NORMAN JETMUNDSEN, JR.
Title: V.P. + ASSOC. G.C.

CLASS COUNSEL, on behalf of the Class:

By: Calvin C. Fayard, Jr.
Name:

By: _____
Name:

Exhibit A: Class Exclusions

Exhibit B: Opt-Out Conditions

Exhibit C: Individual Release

Exhibit D: Class Area Map

The Parties have caused this Agreement to be duly executed, as of the date first written above.

OCCIDENTAL CHEMICAL CORPORATION, on behalf of the Occidental entities:

By: Dan B. L.
Name: Daniel B. Levin
Title: Counsel for Occidental Chemical Corp.

LEGACY VULCAN, LLC, on behalf of the Vulcan entities:

By: _____
Name:
Title:

CLASS COUNSEL, on behalf of the Class:

By: Calvin C. Fayard, Jr.
Name:

By: _____
Name:

Exhibit A: Class Exclusions

Exhibit B: Opt-Out Conditions

Exhibit C: Individual Release

Exhibit D: Class Area Map