

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into this _ day of _ 2024, by and between the Rousselot Peabody Inc. ("Rousselot"), on the one hand, and Michael Baranofsky, Kimberley Gale, Lawrence Essember ("Plaintiffs") and each member of the Class as defined below, on the other hand, subject to and conditioned on preliminary and final approval by the Superior Court of the State of Massachusetts, County of Essex. Throughout this Agreement, Rousselot and Plaintiffs are individually a “Party” and together the “Parties.”

WHEREAS:

A. The definitions in Section 2 or otherwise contained in this Agreement apply to these Recitals.

B. Rousselot owns real property in Peabody, Massachusetts, part of which it previously used to operate a gelatin manufacturing facility and conduct activities ancillary thereto (*e.g.*, wastewater operations and storage) (together, the real property, manufacturing facility and other buildings, wastewater and other operations, storage facilities and tanks, personal property, and all other materials and property of any other kind or type on or at Rousselot’s property are the “Facility”).

C. Plaintiffs allege that they and the Class Members suffered damages as a result of alleged noxious odors arising out of or relating to the Facility and/or its operations.

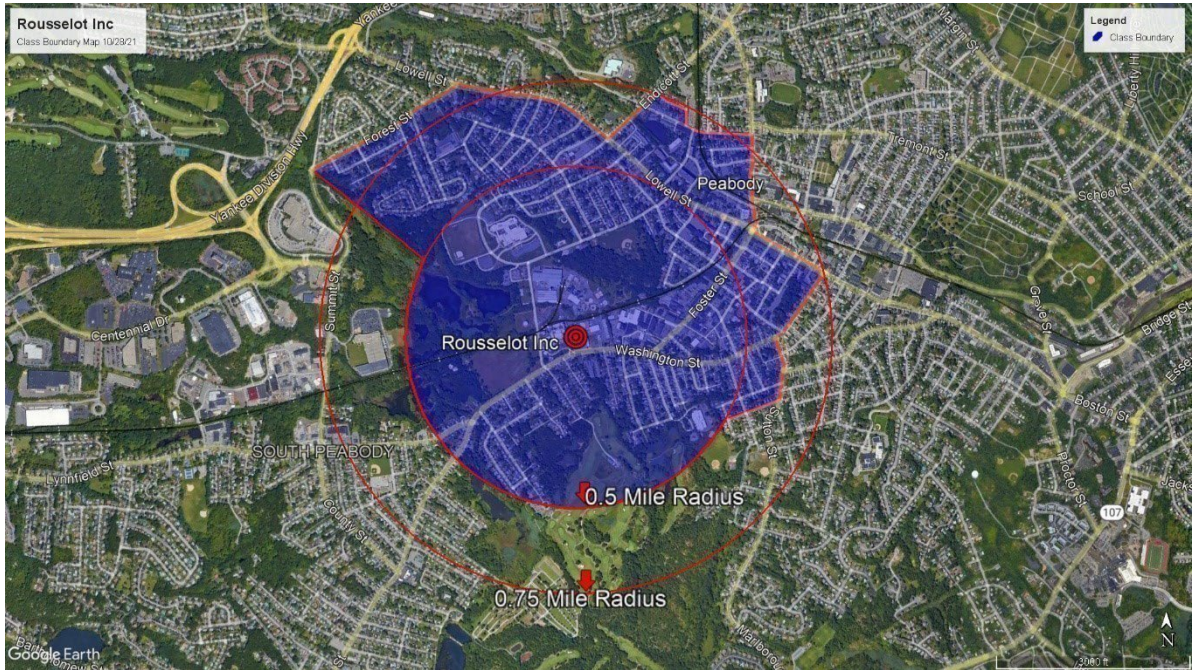
D. On or about January 3, 2020, Plaintiffs, on behalf of themselves and a putative class, filed a putative class action against Rousselot captioned *Baranofsky, et al. v. Rousselot Peabody Inc.*, Commonwealth of Massachusetts, Civil Action No. 20CV14A (the “Litigation”). In the Litigation, Plaintiffs asserted individual and class claims for nuisance, negligence and trespass.

E. Since filing the Complaint in the Litigation, the Parties have exchanged and answered class certification and merits discovery, including, but not limited to, (i) serving and responding to extensive written discovery; (ii) producing and analyzing relevant documents; and (iii) conducting numerous depositions. The Parties have also engaged in significant motion practice, including, but not limited to, briefing a motion to dismiss, numerous discovery motions, a motion for class certification, a motion for decertification, and a motion to strike. Class Counsel and Plaintiffs also made a comprehensive and thorough investigation and analysis of the strengths and weaknesses of their claims and Rousselot's defenses thereto.

F. On June 20, 2022, the Court granted Plaintiffs' motion for class certification and certified a Class of persons who own or resided in residential property within a defined geographic area (the "Class Area"). Specifically, the Court defined the Class as:

[A]ll persons or legal entities that, between January 2, 2017 and July 27, 2022, have owned or currently own residential property, and every person who, at any time between January 2, 2017 and July 27, 2022, lived in residential property in Peabody, Massachusetts that is within the area enclosed by the geographic boundary described as follows: beginning at one-half (0.5) mile west of the Plant following a radial line to the east to the corner of Howard Avenue and State Street; west on State Street to Sutton Street; north on Sutton Street to Washington Street; northeast on Washington Street to Main Street; northeast on Main Street to Central Street; north-northeast on Central Street to Warren Street; northwest on Warren Street to Berry Street; north-northeast then northwest on Berry Street to Endicott Street; southwest on Endicott Street to Lowell Street; northwest on Lowell Street to Forest Street; southwest on Forest Street to the corner of Forest Street and Summit Street; southeast from the corner of Forest Street and Summit Street to one-half (0.5) mile radial line west of the Plant.

The Class Area is depicted below:



G. Pursuant to the Court’s class certification Order, Notice was sent via first-class mail to 2,920 households within the Class Area. Notice was also published in the Salem News and on Plaintiffs’ Counsel’s website.

H. Following Notice to the Class, the Parties continued to vigorously litigate their respective positions, but have now agreed to resolve the Litigation pursuant to the terms of this Agreement.

I. Rousselot denies all allegations of wrongdoing, denies that it is liable to any Class Member, and denies that any Class Member is entitled to any recovery. Nonetheless, Rousselot has agreed to enter into this Agreement, without in any way acknowledging or conceding any fault or liability, solely for the purpose of terminating the Litigation to avoid the cost, expense, inconvenience, uncertainty, distraction, time, and effort required to continue to defend the Litigation.

J. This Agreement and all related documents are not, and shall not be construed as, an admission or concession by Rousselot of any fault or liability or wrongdoing, or of any deficiencies, faults, errors or omissions of any nature whatsoever of or by Rousselot and shall not be offered as evidence, or constitute evidence, of any such liability or wrongdoing in this

Litigation or any other proceeding now or in the future.

K. Class Counsel is familiar with the claims being settled and the defenses asserted. Class Counsel has conducted a thorough investigation relating to the claims and underlying events and transactions alleged in the Complaint. Based upon their investigation, and evaluation of the facts and law relating to the matters alleged in the Litigation, Plaintiffs, Class Counsel and the Class have agreed to settle the Litigation, pursuant to the terms of this Agreement, after considering such factors as: (i) the substantial benefits to Plaintiffs and the Class under the terms of this Agreement; (ii) the uncertainty of being able to prove the allegations in the Litigation; (iii) the uncertainty of being able to overcome Rousselot's defenses thereto, including, but not limited to, defenses based on the pre-certification declarations and other evidence Rousselot obtained; Rousselot's claim that it operated the Facility at or above industry standards; individual issues that Rousselot claims warrant reversal of certification; a coming to the nuisance (or its equivalent) defense; lack of causation; laches/waiver; Rousselot acting in good faith; and the lack of damages; (iv) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; and (v) the desirability of consummating this Agreement promptly to provide effective relief to Plaintiffs and the Class without delay. Class Counsel believes that the Litigation has substantial merit. However, Class Counsel recognize and acknowledge that the expense and length of continued proceedings necessary to prosecute the Litigation against Rousselot through trial and appeals may be a costly, time-consuming undertaking. Class Counsel also have considered the uncertain outcome of any future litigation, especially in a complex suit such as this action, as well as the difficulties and delays inherent in such litigation. Class Counsel have also considered whether the terms and conditions of this Agreement are fair, reasonable and adequate. Class Counsel,

therefore, have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

L. The Parties have engaged in intensive, arms-length negotiations concerning the settlement of Plaintiffs' and the Class's claims against Rousselot. The negotiations were hard fought, challenging, and took more than a month to complete. Class Counsel has previously represented plaintiffs in multiple odor class actions and are experienced legal counsel. Counsel for Rousselot has extensive experience handling class action litigation. As a result of these negotiations, the Parties have now agreed to terms upon which the Litigation will be settled subject to preliminary and final approval by the Court.

M. Plaintiffs, individually and on behalf of the Class, voluntarily and with full knowledge of their rights, including, but not limited to, their right to continue the Litigation through trial and appeal, and having the benefit and advice of Class Counsel, now desire to (i) settle, compromise, and fully and finally dispose of the Litigation; (ii) release all claims and causes of action the Plaintiff and the Class Members had, have, or might have against Rousselot that Plaintiff or the Class Members did raise or could have raised in the Litigation, including, without limitation, claims arising out of or relating to alleged airborne emissions from the Facility and/or its operations; and (iii) dismiss the Litigation with prejudice, all upon the terms and conditions set forth in this Agreement.

N. This Agreement and related documents are not and shall not be construed as an admission or a concession by the Plaintiffs regarding the merits of their claims whatsoever.

O. This Agreement is intended to, and shall, completely resolve, release, and

forever discharge all Released Claims against Rousselot, as defined in Section 2 below.

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the promises, mutual covenants and conditions contained herein,

IT IS STIPULATED, CONSENTED TO AND AGREED as follows, by and among the Parties for purposes of the settlement only and subject to preliminary and final approval of the Court:

1. Settlement

The Litigation and all Released Claims shall be finally and fully settled, compromised, released, and dismissed with prejudice and without costs, subject to the preliminary and final approval of the Court, in the manner and upon the terms and conditions stated in this Agreement (the "Settlement"). Neither the Settlement nor this Agreement shall constitute or be an admission for any purpose by Rousselot or any other person or be deemed evidence of any violation of any statute, regulation, permit condition, or law, or an admission of any wrongdoing or liability by Rousselot.

2. Definitions

The definitions provided below shall apply throughout this Agreement:

- a. "Facility" shall have the meaning set forth in the Recitals.
- b. "Rousselot Releasees" and "Released Parties" shall mean and include Rousselot and its direct and indirect parents (specifically including, without limitation, Darling Ingredients Inc.), subsidiaries, affiliates, predecessors, successors, and assigns, as well as all of their respective former, present and future employees, contractors,

officers, directors, shareholders, members, partners, insurers, accountants, agents, insurers, attorneys, investment bankers, administrators, beneficiaries, and representatives, and any of their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them.

- c. "Administration of Settlement" or "Settlement Administration" means any and all acts and actions arising out of or relating to implementing and/or administering the terms, conditions, and obligations of this Agreement, including, but not limited to, (i) preparing, printing, mailing, emailing, and/or publishing Notice and/or Claims Forms; (ii) creating and maintaining a website (including a page on Class Counsel's website) relating to the Settlement and/or this Agreement; (iii) receiving, reviewing, analyzing, verifying, investigating, approving, denying or effectuating Claims Forms and/or any payments associated therewith; (iv) calculating and verifying claims by and Claims Forms from Class Members or persons claiming to be Class Members; and (v) implementing, managing, and overseeing the distribution of the Settlement Payment and Net Settlement Fund and any issues, disputes, and/or claims relating thereto.
- d. "Claim Form" shall mean the claim form which Class Members must complete to obtain a distribution from the Net Settlement Fund, as described below in Section 5. Subject to Court approval, the Claim Form shall be in the form of Exhibit E to this Agreement.

- e. "Class" shall refer to the Class defined by the Court in its July 25, 2022, Order granting class certification and "Class Members" shall mean and include any person who is a member of the Class.
- f. "Class Area" shall have the meaning set forth in the Recitals above.
- g. "Class Counsel" shall mean Laura L. Sheets, Esq. Steven Liddle, Esq., Matthew Z. Robb, Esq. from the firm of Liddle Sheets Coulson P.C. (each of whom has been admitted *pro hac vice* as counsel for the Plaintiff and the Class for purposes of the Litigation) and William Doyle from the firm of Colonna, Doyle & Simeola.
- h. "Class Period" shall mean the period from January 2, 2017, to and through the Effective Date.
- i. "Court" shall mean the Superior Court of the State of Massachusetts, County of Essex presiding over the Litigation.
- j. "Rousselot's Counsel" shall mean Steven J. Rosenwasser, William E. Eye, John F. Farraher, Jr. and Alison T. Holdway.
- k. "Effective Date" shall be the date on which the Final Judgment and Order approving the Settlement, without any modification prejudicial to the rights of any of the Parties to the Agreement, becomes Final, as defined below.
- l. "Escrow Account" means the escrow account established by Class Counsel, acting as escrow agent, which shall be designated the "Rousselot Class Action Settlement Account" at the PNC Bank, Buhl

Building Branch, Detroit, Michigan 48226. The foregoing account shall serve as a depository for the Settlement Payment. No payments from the Settlement Payment shall be made unless Class Counsel endorses the payment check(s), unless otherwise agreed. Any interest accrued on the Settlement Payment shall accrue for the benefit of the Class.

- m. "Final" means the later of the following dates:
1. the date of expiration of the time for filing or noticing any appeal from the Final Judgment and Order, as provided in Massachusetts Rules of Court or other applicable law; or
 2. if appealed, the Final Judgment and Order has been affirmed on appeal and is not subject to further appeal.
- n. "Final Judgment and Order" means an order and judgment of the Court substantially in the form attached as Exhibit B (or a modified version of that exhibit acceptable to all Parties and the Court) finally approving, among other things, the terms of this Agreement.
- o. "Household" shall mean all persons who simultaneously lived, resided, rented, leased, and/or occupied a single residential dwelling unit (including a single-family home, townhome, condominium or apartment unit) of any kind located within the Class Area and includes all persons who lived, resided, rented, leased, or otherwise used or occupied that specific residential dwelling unit at any point during the Class Period.
- p. "Litigation" shall have the meaning set forth in the Recitals above.

- q. "Named Class Representatives" and "Plaintiffs" shall mean Plaintiffs Michael Baranofsky, Kimberly Gale, and Lawrence Essember, both individually and collectively.
- r. "Notice" and "Class Notice" shall mean the Notice of Settlement of Class Action substantially in the form as Exhibit C (any material changes must be agreed to by the Parties). The Notice shall be provided to the Class via U.S. Mail. A short form version of the notice shall also be published in a newspaper of general circulation in the Class Area, and any additional notice is to be provided as directed by the Court in the Order on Notice and Preliminary Approval. Class Counsel shall additionally publish this Settlement Agreement on a designated settlement website.
- s. "Objection" means a Class Member who submits a timely and valid notice of his/her objection to the Settlement in accordance with the Order on Notice and Preliminary Approval.
- t. "Order on Notice and Preliminary Approval" means an order of the Court preliminarily approving the Settlement and providing direction for Class Counsel to give Notice to the Class. The Parties shall submit a proposed Order on Notice and Preliminary Approval in the form attached as Exhibit D.
- u. "Preliminary Approval Date" shall mean the date upon which the Court enters the Order on Notice and Preliminary Approval.
- v. "Qualified Settlement Fund Account" shall mean the Escrow Account to be established by Class Counsel for the receipt of the Settlement Payment.
- w. "Released Claims" shall mean all claims, actions, causes of action, demands, suits, liabilities, duties, obligations, and claims for damages of any kind or type

(including, but not limited to, monetary relief, equitable relief, and/ or injunctive relief), whether foreseen or unforeseen, matured or unmatured, accrued or not accrued, known or unknown, which the Plaintiffs and/or Class Members ever had, now have, can have, or shall or may hereafter have against Rousselot that Plaintiff or Class Members did assert or could have asserted in the Litigation, including, without limitation, claims arising out of or relating to alleged airborne emissions from the Facility and/or its operation. “Released Claims” include, but are not limited to, all claims alleged in the Complaint filed in this Litigation, alleged in the Litigation, all other claims or allegations arising from, relating to, or associated with any such claims, claims for negligence, nuisance, trespass and violations of any federal, state, and/or local law, rule, ordinance and/or regulation. “Released Claims” further include, but are not limited to, any other claims based on any alleged airborne emissions from the Facility (which includes, without limitation, any odors associated with the Facility), and also includes damages of every kind and type, including, without limitation, diminution in property value damages; damages for loss of use and/or enjoyment; damages for annoyance, embarrassment, irritation, inconvenience, discomfort, exposure, and/or alleged temporary physical reactions arising out of or relating to any alleged airborne emissions, including, without limitation, temporary physical reactions such as nausea, vomiting, headaches, and dizziness; diminution in rental value damages; consequential damages; statutory damages; punitive damages; and attorneys’ fees, costs, and/or expenses. “Released Claims” further include, but are not limited to, any claims for, based upon, by reason of, or arising from the conduct alleged in Plaintiffs’ Class Action Complaint filed in this Litigation, and any similar

claims based on odorous and other airborne emissions from Defendant's Facility, and any claims for diminution of property value and/or loss of use or enjoyment of property based thereon which have arisen in the Class Period as defined herein, including causes of action for nuisance, trespass and negligence or similar causes of action which seek any relief, including compensatory damage, equitable relief or punitive damages, due to Defendant's alleged interference with use and enjoyment of property, damage to property, annoyance, inconvenience, temporary irritation, temporary discomfort, exposure, and contemporaneous physical reactions to these alleged airborne emissions (e.g., nausea, vomiting, headaches, and dizziness), except for any claims expressly reserved herein. "Released Claims" also include "Unknown Claims," which are defined as claims, actions, causes of action, liabilities, obligations and damages of any kind or type that Plaintiff or Class Members did raise or could have raised in the Litigation, including, without limitation, all claims relating to alleged airborne emissions that were unknown, concealed, hidden, latent, or otherwise could not have been discovered on or before the Effective Date. Released Claims do not include any claims for non-temporary medically diagnosed personal injuries that are proximately caused by Rousselot's operation of the Facility if such claims are brought within the relevant statute of limitations. Released Claims do not include any claims arising from emissions of any kind occurring after the Effective Date or claims to enforce the terms of this Agreement.

- x. "Settlement Payment" means the cash payment made by Rousselot into the Escrow Account in accordance with Section 4 of this Agreement.
- y. "Settlement Hearing" or "Settlement Fairness Hearing" means a hearing to

determine, among other things, whether the Court will enter an Order preliminarily or finally approving the Settlement pursuant to the terms contained herein as well as to consider Class Counsel's application for an award of attorney's fees and reimbursement of expenses for prosecuting the Litigation and Plaintiffs' request for an incentive award.

3. Submission of Settlement to the Court. On or before April 5, 2024, Plaintiffs shall move the Court for entry of the Order on Notice and Preliminary Approval. The Parties have agreed that such order shall be in the form of Exhibit D attached hereto, subject to any orders from the Court that do not require amendment of this Agreement.

a. Notice of Preliminary Approval. If the Court preliminarily approves this Settlement, Notice shall be given to the Class in a form and manner jointly approved by the Class Counsel and Rousselot so long as such form is in accordance with the Notice specifications approved by the Court in its Order on Notice and Preliminary Approval.

b. Request for Final Judgment. In accordance with the deadlines set forth in the Order on Notice and Preliminary Approval, the Parties shall jointly request that the Court enter a Final Judgment and Order in conformance with the form attached as Exhibit B.

c. Settlement Fairness Hearing. The Settlement Fairness Hearing shall be held to decide whether the Settlement, as set forth in this Agreement, shall be finally approved as fair, reasonable, and adequate. At or before the Settlement Fairness Hearing relating to final approval of this Settlement, Class Counsel shall comply with the terms of the Court's Order on Notice and Preliminary Approval, including, without limitation, proof of mailing of the Notice which shall be filed by Class Counsel.

d. Attorney's Fees and Costs. Class Counsel may apply to the Court for (i) an award of attorney's fees in an amount not to exceed one-third of the Settlement Payment and (ii) reimbursement of any costs or expenses. Any such award and reimbursement shall be paid exclusively from the Settlement Payment. Rousselot agrees not to take a position on any such request for fees or costs. In no event shall Rousselot be responsible for paying Class Counsel's attorneys' fees, costs, or expenses. Rather, Class Counsel shall only be permitted to obtain and receive attorneys' fees, costs, and expenses from the Settlement Payment.

e. Reversal of Fee Award. In the event that the Order approving the fees, costs, and/or expense award to Class Counsel is reversed or modified on appeal and in the event the fees, costs, and/or expense award has been paid from the Settlement Payment, then Class Counsel shall deposit the fees, costs, and expenses into the Escrow Account with interest consistent with the reversal or modification. It is agreed that the procedure for and the allowance or disallowance by the Court of any applications for attorney's fees, costs, expenses and interest, including the fees of experts and consultants, are not consideration for this Agreement, and any order or proceeding reversing, reducing, or disallowing any attorneys' fees, costs, and/or expenses shall not operate to terminate, cancel, or otherwise affect the finality or effect of this Agreement.

f. Termination Rights. Class Counsel shall be responsible for ensuring that all matters relating to the Administration of Settlement, including, but not limited to, (i) the provision of Notice and Claims Forms; (ii) the administration of the Claims Form process; (iii) the disbursement to the Class of the Net Settlement Fund (defined below); and (iv) the payment of Class Counsel's fees, costs, and/or expenses, shall proceed in accordance with

this Agreement, as approved by orders of the Court. In the event that one of the following occurs, Class Counsel and Rousselot shall each individually have the right, but not the obligation, to terminate this Agreement: (i) if the Court does not preliminarily or finally approve the Settlement under the terms and conditions set forth in this Agreement; provided, however, that immaterial changes or conditions to the Agreement that do not impact the dismissal of the Litigation, the amount of the Settlement Payment, or the scope of the releases shall not provide a basis for termination and the Parties shall accept such immaterial changes or conditions; (ii), if the trial court imposes terms or conditions on settlement that are not reflected in this Agreement; provided, however, that immaterial changes or conditions to the Agreement that do not impact the dismissal of the Litigation, the amount of the Settlement Payment, or the scope of the releases shall not provide a basis for termination and the Parties shall accept such terms or conditions; or (iii) if an appellate court rejects or modifies the Settlement; provided, however, that immaterial changes or conditions to the Settlement that do not impact the dismissal of the Litigation, the amount of the Settlement Payment, or the scope of the releases shall not provide a basis for termination. In no event and under no circumstance shall the trial court or an appellate court's rejection or reduction of Class Counsel's attorneys' fees, costs, or expenses or the Plaintiffs' request for an incentive award constitute a basis for terminating this Agreement. In the event that a Party seeks to terminate this Agreement pursuant to this Section, the Party must elect to terminate in writing within thirty (30) days of the trial or appellate court order, as applicable, providing the basis for termination. If a Party does not provide a termination notice within thirty (30) days, it shall be automatically deemed to have accepted the trial court's or appellate court's

terms, conditions, or modifications. In the event this Agreement is terminated, the Parties shall be returned to the positions they were in immediately before the execution of this Agreement. Further, no Party shall be permitted to introduce, discuss, raise, or put into evidence the fact, existence, and/or terms of this Agreement in any hearing, motion, or trial of the Litigation other than a proceeding relating to the enforcement of this Agreement.

g. Conditions to Settlement. The obligations to proceed with the Settlement and this Agreement are expressly conditioned and contingent upon:

1. the Court's preliminary approval of this Agreement and entry of the Order of Notice and Preliminary Approval;
 2. the Court's entry of the Final Judgment and Order;
 3. Final exhaustion of rights of appeal as to such Final Judgment and Order, and the Final Judgment and Order becoming Final;
- If any of these conditions fails, and if as a result the Parties, at their discretion, elect to terminate this Agreement, the Parties shall return to litigation as if no conditional settlement had ever existed;
4. No Party validly terminating this Agreement as permitted herein.

h. Retention of Rights if Settlement Fails. If the Settlement does not occur for any reason, this Agreement shall be of no force and effect and shall be void. Moreover, if the Settlement does not occur for any reason, the Parties retain all their rights and defenses on any and all grounds.

i. No Admission by Rousselot. Neither the Settlement nor this Agreement shall constitute or be an admission for any purpose by Rousselot or any other person or be deemed evidence of any violation of any statute, regulation, permit condition, or law, or an

admission of any wrongdoing or liability of any kind by Rousselot.

4. Settlement Payment

- a. Settlement Payment by Rousselot. Within thirty (30) business days of the Effective Date including satisfaction of all conditions to settlement detailed in Section 3.g., Rousselot agrees to pay into the Escrow Account a total of Three Million Seventy Fifty Thousand Dollars (\$3,075,000) by check or wire transfer.
- b. Class Representative Compensation. Class Counsel may apply to the Court for a one-time lump sum payment or incentive award of no more than \$10,000 to each of the Named Class Representatives for their efforts on behalf of the Class.¹ Any such award shall be paid solely from the Settlement Payment and is in addition to any distribution or payment that a Named Class Representative may receive by virtue of their status as one of the Class Members. If the trial court or appellate court denies or reduces any request for a Named Class Representative incentive award, such denial or reduction shall not provide a basis for the termination of this Agreement, and this Agreement is not contingent upon any incentive award to the Named Class Representatives.
- c. Distribution of Net Settlement Funds. The “Net Settlement Fund” subject to allocation and payment to the Plaintiffs and all Class Members who timely submitted Claims Forms deemed to be valid by Class Counsel pursuant to

¹ Michael Baranofsky and Kimberley Gale at all relevant times occupied a common Household under the terms of this Agreement. Accordingly, Mr. Baranofsky and Ms. Gale shall be limited to a request for a single incentive award of no more than \$10,000.
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Section 5, will be determined as follows: the amount of the Settlement Payment minus: (1) Class Counsel's reasonable attorney's fees as determined and approved by the Court; (2) Class Counsel's reasonable costs and expenses, including the costs of the Class Notice and costs of Settlement Administration, all as determined and approved by the Court; and (3) any compensation to the Named Class Representatives, as determined and approved by the Court. The remaining funds, i.e., the Net Settlement Fund, will be allocated in equal amounts to the Class Members who timely submitted valid Claim Forms per the plan of allocation, as approved by the Court.

- d. Plan of Allocation. The proposed plan of allocation is that the Net Settlement Funds shall be divided equally on a per-Household basis among the Plaintiffs and all Class Members who timely submit valid Claim Forms that are approved by Class Counsel as further explained in Section 5. The Plaintiffs need not submit a Claim Form to qualify for their proportionate share of the Net Settlement Fund.
- e. Timing of Allocation Payments. Subject to the approval of the Court, no payment from the Settlement Payment to Class Counsel, Plaintiffs, or any Class Members shall be made until at least 30 business days after the Effective Date. Class Counsel will distribute payments to the Plaintiffs, and Class Members who timely submit valid Claim Forms that are approved by Class Counsel. All claim checks shall remain valid for one hundred-eight (180) days, after which they shall become null and void. Any replacement checks that may be issued shall remain valid for only the original 180-day period.
- f. Return of Settlement Funds if Settlement Fails. If the Settlement fails to

become Final for any reason, then the full Settlement Payment, including all accrued interest or earnings, shall be returned within fourteen (14) days to Rousselot.

g. Administration of Settlement. Class Counsel shall be solely responsible for conducting and taking all actions necessary to implement, administer and effectuate the terms and conditions of this Agreement, including, but not limited to, all actions arising out of or relating to the Administration of Settlement. All costs and expenses arising out of or relating to the Notice and the Administration of Settlement shall be paid solely by Class Counsel. Rousselot shall have no part in, responsibility, or liability for any actions or inactions arising out of or relating to implementation or administration of this Agreement, including, but not limited to, the Administration of Settlement. Plaintiffs, Class Counsel, and the Class Members release, waive, and agree to hold harmless the Released Parties from any and all claims, causes of action, liabilities, and damages arising out of or relating to the Administration of the Settlement, including, without limitation, any claims and damages arising out of or relating to (i) the provision of Notice and Claims Forms; (ii) the receipt, review, approval, and/or disapproval of a Claim Form; and (iii) the disbursement of funds to Class Members or the failure to disburse funds to Class Members. To the extent Class Counsel complies with all Court orders concerning the Administration of Settlement, all Class Counsel are released from any liability in connection with the Administration of Settlement, except for any proven willful misconduct.

5. Claims and Objections

Objections must be filed with the Court in a timely and proper fashion as set forth in the Order on Notice and Preliminary Approval. A failure to do so shall result in the Court not

considering and rejecting the objection. The Parties shall jointly request that all objections must (i) be in writing; (ii) state the specific terms of this Agreement to which the objection applies; (iii) describe all facts, evidence, and arguments supporting the objection; (iv) be individually signed by the Class Member asserting the objection; and (v) be postmarked no more than thirty (30) days after the date that Notice is mailed to the Class Member.

Class Members shall have sixty (60) days from the date Class Notice is mailed to submit a Claim Form in compliance with the terms specified in the Class Notice and on the Claim Form itself. The Claim Form shall be in the form in Exhibit E attached. Subject to the exercise of reasonable discretion by Class Counsel, claims shall be approved by Class Counsel if and only if the claimant complies with the requirements set forth in the Class Notice and Claim Form, including the provision of all required documentation of identity and valid property interest within the Class Area. Class Counsel may, but is not obligated to, provide additional time for claimants who fail to properly document their claim to remedy the deficiency. Class Counsel may, but is not obligated to, attempt to verify the deficient claims independently of the proofs submitted. If multiple Claim Forms are submitted for a Household, all approved claims for that Household will share in one pro rata share of the Net Settlement Fund. Claim Forms that do not meet the requirements set forth in this Agreement, the Notice, and/or Claim Form instructions shall be rejected. Where a good faith basis exists, Class Counsel may reject a Class Member's Claim Form for, among other reasons, the following:

- a. the Class Member fails to provide adequate support of their claims pursuant to a request of Class Counsel;
- b. failure to fully complete and/or sign the Claim Form;

- c. illegible Claim Form;
- d. the Claim Form is fraudulent;
- e. the Claim Form is duplicative of another Claim Form;
- f. the person submitting the Claim Form is not a Class Member, or is requesting that funds be paid to a person or entity that is not the Class Member for whom the claim is submitted;
- g. failure to timely submit a Claim Form; and/or
- h. the Claim Form otherwise does not meet the requirements of the Class Notice or the Claim Form Instructions.

As stated above, Rousselot shall have no duties or obligations arising out of or relating to the administration of Claims Forms, including, without limitation, the approval or rejection of Claims Forms, the calculation of the amount of the Net Settlement Fund a Class Member is entitled to receive, or the payment to a Class Member from the Net Settlement Fund.

6. Permanent Closure of the Peabody Facility

Rousselot agrees, as a condition of this Agreement, that it will not resume its gelatin production operations at the Facility now or in the future.

7. Release and Covenant Not to Sue.

a. Release. Subject to Court approval, the payment and other consideration paid or provided by Rousselot in accordance with this Agreement shall constitute the full and final settlement of the Litigation and any and all Released Claims. Automatically upon the Effective Date, and without any further action of any type or kind required by any person or entity, Rousselot and the Released Parties shall have no further liability or obligation to Class Counsel,

the Plaintiffs, or any Class Member except as specifically set forth in this Agreement or in the Final Judgment and Order. Automatically upon the Effective Date, and without any further action of any type or kind required by any person or entity, Plaintiffs and each Class Member, on behalf of themselves and their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, and subsidiaries shall and hereby do forever and fully release and discharge the Released Parties from and for the Released Claims. Moreover, as consideration for the Settlement Payment, the Plaintiffs agree that the Court's entry of Final Judgment and Order shall result in dismissal with prejudice of their individual claims and that none of their claims will remain pending following the Court's entry of the Final Judgment and Order.

8. No Press Agreement. Class Counsel and the Plaintiffs agree that, other than submitting filings with the Court and as required to provide Notice and Claims Forms, they shall not, directly or indirectly (e.g, asking another person to make a statement), issue a press release or otherwise make any public statements or comments to the press or with the understanding or knowledge that any such statement or comment will be provided to the press relating to the fact or terms of this Settlement. In the event that Class Counsel or a Plaintiff is contacted by the press or any person that it/he/she has reason to believe is seeking information about the Settlement for use in the press, any news article, magazine article, blog, social media post, or other such or similar publication, and whether hard copy, online, or otherwise, Class Counsel and the Plaintiff shall not provide any quote, comment or information other than stating that the Litigation was settled. Further, neither Class Counsel nor Plaintiffs shall affirmatively reach out to or contact any member of the press to discuss the fact or terms of this Settlement.

9. Miscellaneous Provisions

- a. All exhibits attached to this Agreement are completely incorporated herein and each of which is a necessary part of the Agreement.
- b. A waiver by any Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- c. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and no representations, warranties or inducements other than those set forth herein have been made to any Party concerning this Agreement. If finally approved by the Court, this Agreement supersedes any prior agreement or understanding among the Parties concerning the subject matter hereof. No representations, warranties, inducements, promises, or agreements oral or otherwise not embodied or incorporated in this Agreement have been made concerning or in connection with this Agreement, or the attached exhibits. Any and all prior discussions, negotiations, agreements, commitments and understandings relating to this Agreement are superseded hereby and merged into this Agreement.
- d. The terms or provisions of this Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed by all Parties; any such signed modification shall be with the consent of the Court as evidenced by the entry of an order without further notice to the Class unless the Court requires such additional notice. Any failure by a Party to insist upon

the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of its provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this Agreement to be performed by such other Party.

- e. Each of the counsel signing this Agreement represents that he or she has authority from his or her client or clients to execute this Agreement on their behalf.
- f. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one in the same document, provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Electronic or pdf copies of signatures, including signatures executed via DocuSign, or similar technology, shall be sufficient for purposes of demonstrating original signatures.
- g. This Agreement shall be binding upon, and inure to the benefit of, successors and assigns of the Parties, Class Members, and Released Parties once it is approved by the Court and all other conditions have been met.
- h. Notices of breach or termination required by this Agreement shall be submitted either by first class mail, overnight delivery, or in person to each Party signing this Agreement:

Rousselot
John F. Farraher, Jr.

Alison T. Holdway
GREENBERG TRAURIG, LLP
One International Place, Suite 2000
Boston, Massachusetts 02110
farraherj@gtlaw.com
holdwaya@gtlaw.com
Tel.: (617) 310-6000

And

Steven J. Rosenwasser (Pro Hac Vice)
William E. Eye (Pro Hac Vice)
GREENBERG TRAURIG, LLP
3333 Piedmont Road NE
Suite 2500
Atlanta, Georgia 30305
rosenwassers@gtlaw.com
eyew@gtlaw.com
Tel.: (678) 553-210

And

Class Counsel
c/o Liddle Sheets Coulson P.C.
975 E. Jefferson Avenue Detroit,
MI 48207
Attn: Laura Sheets
lsheets@lscounsel.com

- i. All terms of this Agreement shall be governed by and interpreted in accord with the law of the State of Massachusetts without reference to conflicts of laws, rules or precedent. This Agreement shall be enforced solely in the Superior Court of Massachusetts. The Parties waive any objection which each such Party may have or hereafter have to the venue of any such suit, action, or proceeding and irrevocably consents to the jurisdiction of this Court in any such suit, action, or proceeding and agrees to accept and acknowledge service of any and all process which may be served in any such suit, action, or

proceeding.

- j. Because of the arms-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Agreement, which, therefore, may not be construed against the drafter of it or any portion of it. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and the singular shall include the plural and vice-versa.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated:

For Class Counsel

Dated:

For Defense Counsel

Dated:

Authorized Agent for Defendant

Dated:

Michael Baranofsky
Plaintiff

Dated:

Kimberley Gale
Plaintiff

Dated:

Lawrence Essember
Plaintiff

proceeding.

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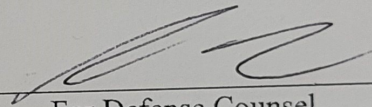
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated:

For Class Counsel

Dated:

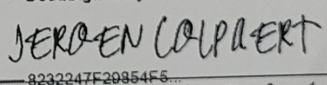
4/12/24



For Defense Counsel

Dated:

4/11/2024

DocuSigned by:

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Authorized Agent for Defendant

Dated:

Michael Baranofsky
Plaintiff

Dated:

Kimberley Gale
Plaintiff

Dated:

Lawrence Essember
Plaintiff

proceeding.

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Dated: 4/12/2024

DocuSigned by:

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For Class Counsel

Dated:

For Defense Counsel

Dated:

Authorized Agent for Defendant

Dated:

Michael Baranofsky
Plaintiff

Dated:

Kimberley Gale
Plaintiff

Dated:

Lawrence Essember
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Dated:

For Class Counsel

Dated:

For Defense Counsel

Dated:

Authorized Agent for Defendant

Dated: 4/11/2024

DocuSigned by:



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Michael Baranofsky
Plaintiff

Dated:

Kimberley Gale
Plaintiff

Dated:

Lawrence Essember
Plaintiff

proceeding.

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For Class Counsel

Dated:

For Defense Counsel

Dated:

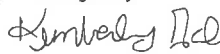
Authorized Agent for Defendant

Dated:

Michael Baranofsky
Plaintiff

Dated: 4/11/2024

DocuSigned by:



570B426FB74A423

Kimberley Gale
Plaintiff

Dated:

Lawrence Essember
Plaintiff

ACTIVE 697062041v1

proceeding.

- j. Because of the arms-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Agreement, which, therefore, may not be construed against the drafter of it or any portion of it. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and the singular shall include the plural and vice-versa.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Dated:

For Class Counsel

Dated:

For Defense Counsel

Dated:

Authorized Agent for Defendant

Dated:

Michael Baranofsky
Plaintiff

Dated:

Kimberley Gale
Plaintiff

Dated: 4/12/2024

DocuSigned by:


 7F3CD695BE134FE
 Lawrence Essember
 Plaintiff

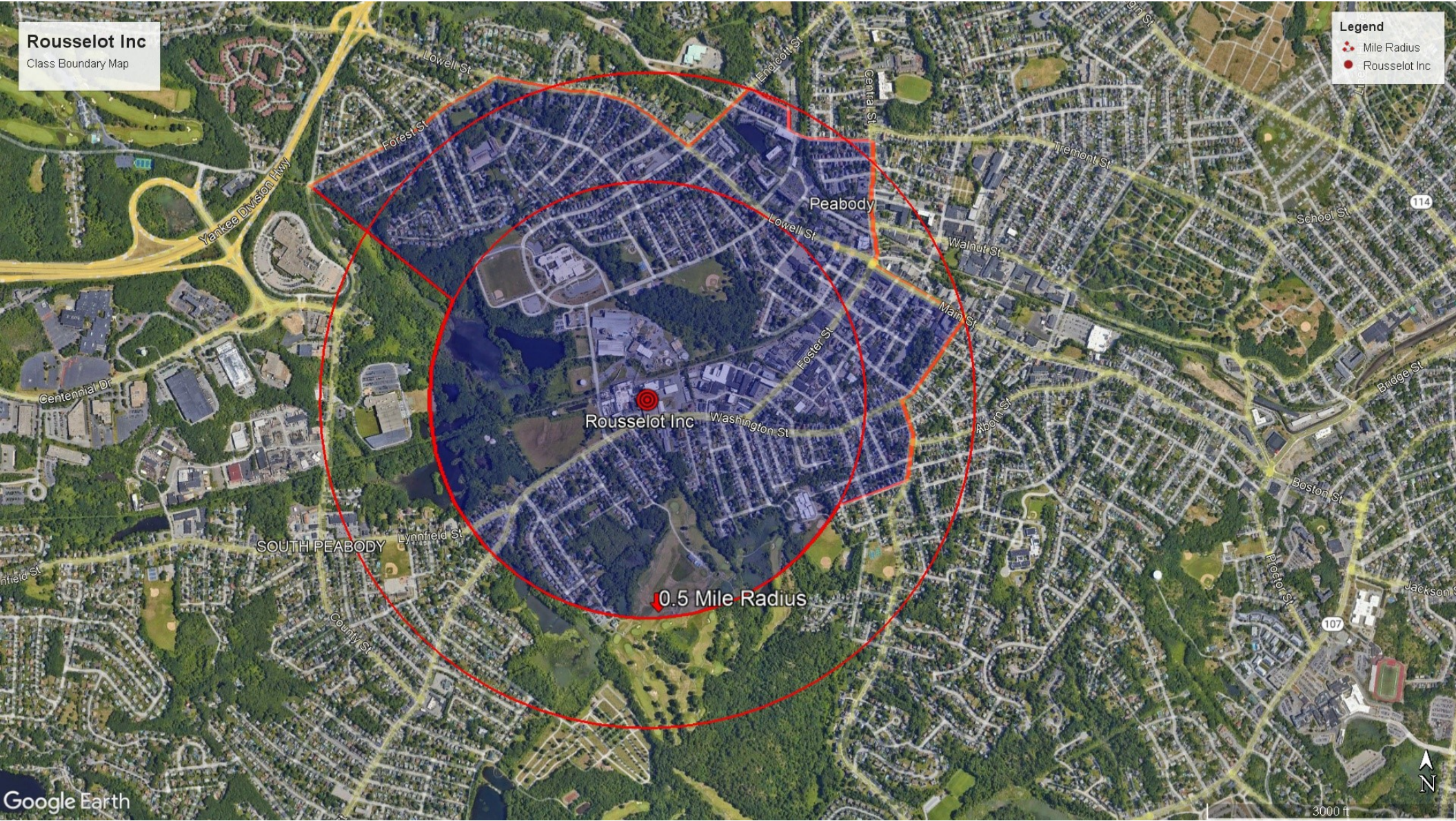
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Ex. 1(A)
Class Area Map

Rousselot Inc
Class Boundary Map

Legend

- Mile Radius
- Rousselot Inc



Ex. 1(B)

[Proposed] Final Judgment and Order

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT OF THE TRIAL COURT CIVIL ACTION NO: 2084CV896

MICHAEL BARANOFSKY, KIMBERLEY GALE, LAWRENCE ESSEMBER on behalf of themselves and all others similarly situated, Plaintiffs, vs. ROUSSELOT PEABODY INC., Defendant.

[PROPOSED] FINAL JUDGMENT AND ORDER

Presently before this Court is Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement. On [Date], this Court heard Plaintiffs’ Unopposed Motion and, in connection therewith, held a Settlement Fairness Hearing.

Based on Plaintiffs’ Unopposed Motion, the information provided at the Settlement Fairness Hearing, and other documentation provided to this Court, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows¹:

1. In their Complaint, Plaintiffs Michael Baranofsky, Kimberly Gale, and Lawrence Essemer asserted individual and class claims against Rousselot for nuisance, negligence, and trespass. Plaintiffs alleged, among other things, that Rousselot’s facility at 227 Washington Street in Peabody, Massachusetts (the “Facility”) emits airborne emissions that cause, among other things, noxious odors. Plaintiffs alleged that the noxious odors caused diminution in property

¹ Capitalized terms in this Order shall have the same meaning as in the Settlement Agreement.

value, the loss of use and enjoyment of property, and temporary physical reactions relating to the alleged odors, including, but not limited to headaches, nausea, dizziness and vomiting.

2. Through Orders dated June 13, 2022, and July 27, 2022, this Court granted Plaintiffs' motion for class certification and certified a class as defined therein (hereafter, the "Class"). Each member of the Class is a "Class Member."

3. After the Class was certified, the parties engaged in extensive merits discovery. Further, Rousselot filed a Motion for Decertification, which remains pending.

4. In January 2024, Plaintiffs and Rousselot requested that the Court stay this action to allow the parties to attempt to resolve this action and thereby avoid the time, expense, disruption, and risks associated with further litigating this case. That request was granted.

5. Thereafter, the parties engaged in hard fought, arms-length negotiations over a potential settlement of the Plaintiffs' and Class's claims. Those negotiations were successful and resulted in a proposed settlement of the individual and class claims.

5. On [date], Plaintiffs filed an unopposed motion for preliminary approval of the proposed Settlement. On [date], this Court granted that motion on [date] (the "Preliminary Approval Order").

6. On [date], Plaintiffs filed an unopposed motion for final approval of the Settlement Agreement in its entirety, including an award of attorneys' fees and expenses to Class Counsel, an incentive award to the Plaintiffs, and the allocation of the remaining funds to the Class Members with an approved Claim.

7. In connection with that motion, Class Counsel submitted a certification to this Court attesting that they have fully complied with the Notice requirements contained within the Preliminary Approval Order. Therefore, this Court finds that Notice of the Settlement Agreement

was given to Class Members and such Notice was reasonable, the best notice practicable, and satisfied all the requirements of Massachusetts Civil Procedure Rule 23 and due process. Among other things, the Notice was distributed via United States Mail to Class Members, published in the Salem News, and made available on Class Counsel's website. That Notice fairly and accurately informed Class Members of the Settlement Agreement and their options relating thereto, including, but not limited to, their opportunity to object.

8. The time for Class Members to object has expired. Class Counsel has informed this Court that no Class Members have objected to the Settlement Agreement and this Court has not received any objections.

9. This Court previously appointed Laura L. Sheets, Steven D. Liddle and Matt Z. Robb of Liddle Sheets Coulson, P.C., 975 E. Jefferson Ave., Detroit, MI 48207 and William Doyle of the Law Office of Colonna, Doyle & Simeola, 26 Main Street, Lynnfield, MA 01940 as class counsel (referred to as "Class Counsel"). The Court similarly appoint them as Class Counsel for purposes of the settlement.

10. The proposed Settlement Agreement requires, among other things, that Rousselot (i) make a Settlement Payment of \$3,075,000 and (ii) agree to not resume its gelatin production operations at the Facility now or in the future.

11. The Settlement Payment will be distributed as follows:

- a. Within fourteen (14) days of this Order becoming Final, Rousselot will send the Settlement Payment to a Qualified Settlement Fund account that Class Counsel has already established pursuant to the Internal Revenue Code. *See* 26 C.F.R. 1.468B-1.
- b. Class Counsel shall seek reimbursement from the Settlement Payment of attorneys' fees and out-of-pocket costs as approved by the Court. Such reimbursement of the attorneys' fees shall not exceed 1/3 of the Settlement Payment, which is a cap on the amount of fees. All such payments to Class Counsel shall be made exclusively from the Settlement Payment. Regardless of

any other provision in this Order or the Settlement Agreement, Rousselot shall not pay more than \$3,075,000.

- c. Subject to the Court's approval, a one-time lump sum payment or incentive award of no more than \$10,000 per household, shall be paid to the Plaintiffs from the Settlement Payment for their efforts on behalf of the Class, in addition to any distribution or payment they may receive by virtue of their status as Class Members.
- d. The proposed plan of allocation is that the remainder of the Settlement Payment (the "Net Settlement Fund") shall be divided as follows:
 - i. The claim amount for each approved Claim will be calculated by dividing the Net Settlement Fund by the total number of addresses for which claims have been submitted.
- e. No payment from the Settlement Payment to Class Counsel, the Plaintiffs, or any Class Members shall be made until thirty days after the Effective Date.

12. Class Counsel shall be solely responsible for conducting all required and necessary work for Administration of Settlement, and all costs and expenses for the Notice and the Administration of Settlement shall be paid solely by Class Counsel. Rousselot shall have no part in or responsibility or liability for the Administration of Settlement and, therefore, is released from any claims related to it. To the extent Class Counsel complies with all Court orders concerning the Administration of Settlement, Class Counsel is released from any liability in connection with the Administration of Settlement, except for any proven willful misconduct

13. In exchange for the Settlement Payment, Plaintiffs and all Class Members will provide Rousselot and the Released Parties with a release for all Released Claims as that term is defined in the Settlement Agreement.

14. In the Settlement Agreement, Rousselot continues to deny that it engaged in any wrongdoing and denies that Plaintiffs and the Class are entitled to any relief.

15. The Court has reviewed the steps and procedures taken pursuant to and in compliance with the Preliminary Approval Order, has conducted the Settlement Fairness Hearing,

and has given due consideration to all submissions filed or presented in connection with the Motions for Final Approval, including submissions received during the Settlement Fairness Hearing.

16. The Court finds that the proposed Settlement Agreement is fair, adequate and reasonable. The Court accordingly grants final approval of the Settlement Agreement in accordance with the terms and conditions therein without modification.

17. The Court approves and orders the payment of reasonable attorneys' fees to Plaintiffs' Class Counsel in the amount of \$_____. The amount of this award does not exceed 1/3 of the Settlement Payment, as required by the Settlement Agreement. The Class Action has been actively litigated since 2019. The Settlement Agreement was a result of vigorous, arm's length, and hard-fought negotiations. Class Counsel has pursued the best interests of the Class, and the Settlement Agreement secures benefits for Class Members. The proposed distribution to Class Counsel is fair and reasonable in light of all of the factors, including: the time and labor required; the novelty, difficulty and complexity of the issues; the skill required to perform the legal services properly; the fees customarily awarded for similar services; the fact that the fee was contingent; the amount in controversy; and the results obtained on behalf of the Class.

18. The Court approves and orders the payment to Class Counsel from the Net Settlement Fund for reimbursement of the litigation expenses of Class Counsel in prosecuting this action from 2019 in accordance with the relief requested Motion for Final Approval and as provided for in the Settlement Agreement. The amount of litigation expenses approved by the Court shall not exceed _____.

19. The Plaintiffs and Class Members, and each of them, on their own behalf and on behalf of each of their respective heirs, executors, administrators, beneficiaries, predecessors,

successors, assigns, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, and subsidiaries, (i) waive, release, and discharge all Released Claims against the Released Parties including, but not limited to, all claims that were raised or could have been raised by Plaintiffs or any Class Members in this action and (ii) covenant and agree not to sue or bring or assert any action, claim, or cause of action, in any jurisdiction, against the Released Parties for any of the Released Claims, including, but not limited to, all claims that were raised or could have been raised by Plaintiffs or any Class Members in this action.. Any action, claim, or cause of action brought in violation of this covenant shall be immediately dismissed by the forum in which it was brought. The Plaintiffs and Class Members, and each of them, on their own behalf and on behalf of each of their respective successors and assigns, further covenant and agree not to seek monetary or other relief inconsistent with this Settlement Agreement, in agency or other proceedings, whether at law, in equity, or by way of administrative hearing, or otherwise, to solicit others to institute any such actions or proceedings against the Released Parties for any of the Released Claims.

20. The Court hereby Orders that the above captioned action, including any and all of Plaintiffs' individual claims and any and all Class claims, is hereby dismissed with prejudice and without costs or attorneys' fees, except such costs and fees as are payable to Class Counsel pursuant to this Order.

21. Plaintiffs, Rousselot and counsel for all parties are released from any liability in connection with the administration of the Settlement, the distribution of settlement proceeds and

the procedures relating thereto; provided, however, that no release shall apply to any proven willful misconduct by Class Counsel.

22. This Order constitutes a final and complete adjudication of the matters presented herein. Without affecting the finality of this Order, the Court retains jurisdiction to determine such matters as may arise under the Settlement Agreement or this Order or during the administration of the Settlement Agreement, which is now finally accepted and approved by the Court.

SO ORDERED:

HON. Kenneth W. Salinger

Dated: _____, 2024

Ex. 1(C)

[Proposed] Class Notice

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

Baranofsky et al. v. Rousselot Peabody Inc., Case No. 2084CV00896-BLS2

Please read this Notice carefully, as it affects your legal rights.

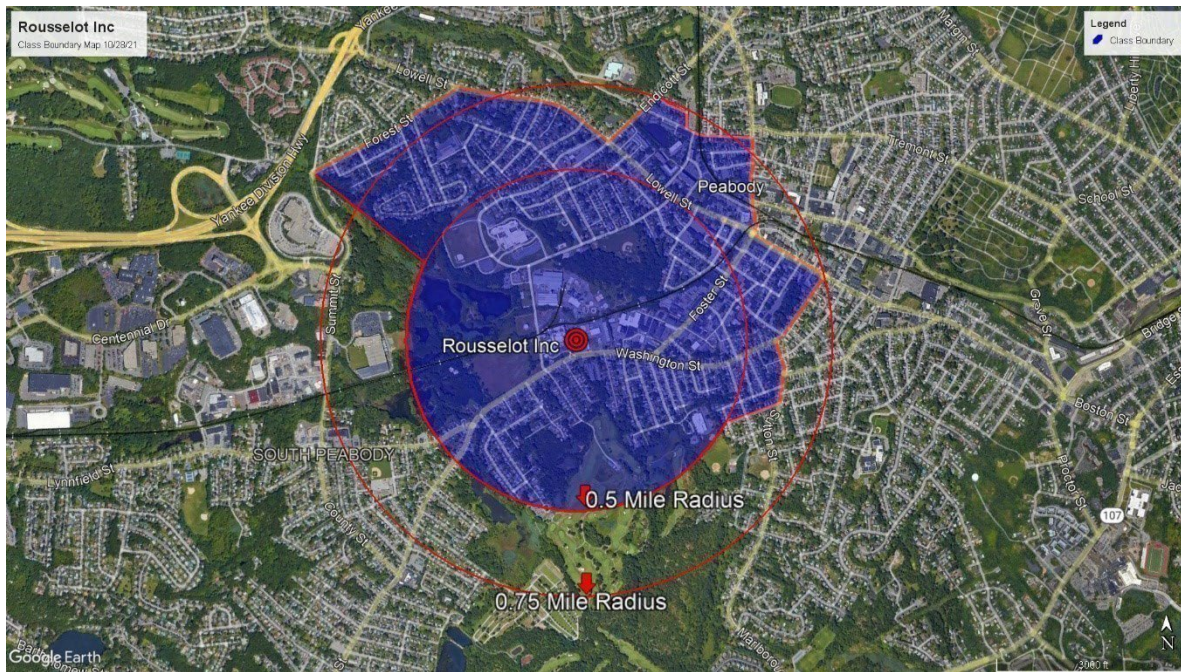
(A Court authorized this Notice. This is not a solicitation from a lawyer.)

- A proposed settlement has been reached with Rousselot Peabody Inc. ("Rousselot") to resolve claims brought by the Plaintiffs on behalf of a Class (defined below) relating to alleged noxious odors and other airborne emissions ("Emissions") from Rousselot's facility in Peabody, Massachusetts (the "Facility"). The proposed settlement has been memorialized in a written agreement between the parties (the "Settlement Agreement").
- Rousselot denies that it engaged in any wrongdoing and denies that Plaintiffs' and the Class's claims have merit. Rousselot has agreed to the Settlement Agreement solely to avoid the time, disruption, and expense of ongoing litigation.
- If approved by the Court, the Settlement Agreement releases all claims that Class Members raised or could have been raised in the lawsuit caption *Baranofsky et al. v. Rousselot Peabody Inc.*, Civil Action No. 2084CV00896-BLS2 (the "Litigation"), including, but not limited to, all claims arising out of or relating to the Emissions. In exchange for that release and other relief, Rousselot has agreed to pay \$3,075,000 into a fund (the "Settlement Payment") for the benefit of the Class. The Settlement Agreement also mandates that Defendant will not operate the Facility as a gelatin manufacturing plant now or in the future.
- This Notice explains the proposed Settlement Agreement, your rights, the available benefits, and how to get them. As a Class Member, you have various options that you may exercise before the Court decides whether to approve the proposed Settlement Agreement.
- The Court overseeing the Litigation must still decide whether to approve the proposed Settlement Agreement.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

Your Legal Rights and Options in this Proposed Settlement Agreement	
MAKE A CLAIM FOR PAYMENT	If you want to participate in the proposed Settlement Agreement and receive a payment from the Settlement Payment, you must complete the attached Claim Form and submit it with the required information to Class Counsel by no later than [REDACTED]. If you do not do so, you will waive your right to any payment from the Settlement Payment. Whether you timely submit a properly completed Claim Form or not, if the Court approves the Settlement Agreement, you will be bound by the terms of the Settlement Agreement, including releasing Rousselot from all Released Claims as defined in the Settlement Agreement. After the deduction of attorneys' fees for Class Counsel and incentive awards for the Named Plaintiffs and expenses and costs, all Class Member households that submit timely, valid and approved Claim Forms will receive a check for an equal prorated share of the Settlement Payment, except that the share for a particular household may be divided if subject to multiple claims.
OBJECT	If there is something about the proposed Settlement Agreement that you do not like, think is inappropriate or otherwise object to, you may object to all or part of the proposed Settlement Agreement. You may do so on your own or through a lawyer that you hire to assist you. To object to the proposed Settlement Agreement, you must strictly follow the procedures outlined below and in the Order on Notice and Preliminary Approval. You must submit your written objection by no later than [REDACTED] or you will waive your right to object.

DO NOTHING	If you do not do anything and the Court ultimately approves the proposed Settlement Agreement, you will waive your right to object to any portion of the proposed Settlement Agreement, you will be bound by the terms of the Settlement Agreement and will have released Rousselot from any and all Released Claims as defined in the Settlement Agreement. If the proposed Settlement Agreement is approved, you will not obtain any payment from the Settlement Payment unless you submit a timely, valid, and approved Claim Form.
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1. **WHAT IS THIS NOTICE ABOUT?** This Notice is to inform you of the proposed Settlement Agreement between Plaintiffs, the Class, and Rousselot in the Litigation and to summarize your rights with respect thereto.
2. **WHAT IS THE LITIGATION ABOUT?** The litigation was filed on January 2, 2020, and concerns the alleged airborne emission of pollutants, air contaminants, and noxious odors from the Facility. The Plaintiffs who filed the lawsuit allege, among other things, that these emissions have diminished their property value and interfered with their and the Class Members' ability to use and enjoy their homes. Rousselot has vigorously denied and continues to deny all claims of wrongdoing and denies that any of the Plaintiff's or Class Members' claims have merit.
3. **WHY IS THE CLASS ACTION BEING SETTLED?** The Court did not decide in favor of Plaintiffs or Rousselot. Instead, the parties agreed to settle the claims asserted in the Litigation to avoid the time, risks, disruption, and expense of continuing the Litigation through trial and appeal. The proposed Settlement Agreement does not mean that any law was broken or that Rousselot did anything wrong. Rousselot denies all claims in this case. The Plaintiffs and their attorneys believe that the proposed Settlement Agreement is in the best interest of all Class Members.
4. **HOW DO I KNOW IF I'M PART OF THE PROPOSED SETTLEMENT?** You are a "Class Member" if you are a member of the Class. The Class is defined as all persons or legal entities that, at any time between January 2, 2017 and the Effective Date of the Settlement Agreement, have owned, occupied, resided in, or rented residential property that is within the area enclosed by the geographic boundary described as follows: beginning at one-half (0.5) mile west of the Plant following a radial line to the east to the corner of Howard Avenue and State Street; west on State Street to Sutton Street; north on Sutton Street to Washington Street; northeast on Washington Street to Main Street; northeast on Main Street to Central Street; north-northeast on Central Street to Warren Street; northwest on Warren Street to Berry Street; north-northeast then northwest on Berry Street to Endicott Street; southwest on Endicott Street to Lowell Street; northwest on Lowell Street to Forest Street; southwest on Forest Street to the corner of Forest Street and Summit Street; southeast from the corner of Forest Street and Summit Street to one-half (0.5) mile radial line west of the Plant (this geographic boundary is the "Class Area"). The Class Area is depicted below:



5. **SUMMARY OF THE PROPOSED SETTLEMENT:** If the proposed Settlement Agreement is approved by the Court, Rousselot will pay the total amount of \$3,075,000 (defined above as the “Settlement Payment”) for the benefit of all Class Members, each of whom will release his or her claims against Rousselot as set forth in Paragraph 8 below and in the proposed Settlement Agreement. After the deduction of any court-approved payments (a) to Class Counsel for attorneys' fees, costs and expenses incurred in the Litigation and (b) to the Named Plaintiffs for bringing the Litigation on behalf of the Class (which is expected to be no more than \$10,000 per Plaintiff household), the Settlement Payment will be evenly distributed to the households of all Class Members who timely submit a valid Claim Form approved by Class Counsel. As part of the proposed Settlement Agreement, Rousselot has also agreed not to operate the Facility as a gelatin manufacturing facility now or in the future.

6. **WHO ARE THE LAWYERS FOR THE CLASS AND HOW WILL THEY BE PAID?** The Court has appointed the following attorneys to represent you and the other Class Members: Laura L. Sheets, Steven D. Liddle, and Matthew Z. Robb of Liddle Sheets Coulson P.C., 975 E. Jefferson Ave., Detroit, MI 48207 and William Doyle, Esq., of Law Office of Colonna, Doyle, & Simeola, (“Class Counsel”). You may contact Class Counsel at (800) 536-0045 or info@LSCcounsel.com. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense. Class Counsel has prosecuted this case on a contingency basis. At the Settlement Fairness Hearing, Class Counsel will be seeking the approval of the Settlement Agreement and requesting the Court for an award of attorneys’ fees, not to exceed 1/3 of the Settlement Payment and reimbursement of their costs and expenses. Class Counsel and Named Plaintiffs also will seek approval of a \$10,000 payment for each Named Plaintiff household from the Settlement Payment for their efforts in representing the Class.

7. **CAN I GET PAID AND, IF SO, HOW MUCH?** Each Class Member who participates in the settlement may submit an attached Claim Form which, if approved by Class Counsel, will permit the Class Member’s household to share, pro rata, in the Settlement Payment. The actual amount of each payment to each household will be the amount of the Settlement Payment remaining after the court-approved payments to Class Counsel and Named Plaintiff divided by the number of households of the Class that timely submit valid Claim Forms approved by Class Counsel.

8. **WHAT CLAIMS AM I RELEASING?** If the Court approves the proposed Settlement Agreement, regardless of whether you submit a Claim Form, all Class Members will be releasing all Released Claims against Rousselot. Released Claims include, but are not limited to, all claims that Plaintiffs or any Class Member asserted or could have asserted in the Litigation arising out of or

relating to alleged airborne Emissions from the Facility or its operations. This includes claims for negligence, nuisance, and trespass and damages of any type and kind arising from or relating to such claims. Released Claims do not include any claims for any alleged permanent physical injuries. This is only a summary of the release. It is strongly recommended that you review the proposed Settlement Agreement which contains the full and complete terms and scope of the release.

- 9. HOW DO I TELL THE COURT THAT I LIKE OR DISLIKE THE PROPOSED SETTLEMENT?** If you are a Class Member, you can object to the proposed Settlement Agreement. **Class Members desiring to object to any of the preceding matters must submit a written Notice of Objection to Class Counsel at the following address: Attn: Rousselot Objections, Liddle Sheets Coulson, P.C., 975 E. Jefferson Ave. Detroit, MI 48207.**

This objection must be postmarked no later than [REDACTED]. You can submit this objection yourself or, if you like, you can hire a lawyer to assist you. Objections must be in writing and contain the following: (a) the caption of the lawsuit at the top of the first page with the phrase "Notice of Objection" underneath it; (b) the Class Member's full name, address, and telephone number; (c) the name and address of each lawyer or other person assisting you in filing the objection, if any; (d) the reason, grounds, and basis for the objection, including any legal authority supporting the objection the Class Member would like the Court and other parties to consider; (e) the signature of the Class Member who is objecting; and (f) copies of all documents the Class Member intends to present to the Court in support of the objection, if any. If an objection is submitted by someone purporting to represent a Class Member, in addition to the Class Member's signature the objection must attach sufficient documentation to support the person's legal authority to represent the Class Member.

Objections that do not meet the requirements set forth above will be deemed invalid and the Court will not consider them. Class Counsel and Rousselot reserve the right to challenge the validity and grounds of any objection. If you do not submit a written objection to the proposed Settlement Agreement, the application of Class Counsel for attorney fees and expenses, or the application by the Named Plaintiffs for an incentive award in accordance with the deadline and procedure set forth above and in the Order on Notice and Preliminary Approval, you will waive your rights to be heard at the Settlement Fairness Hearing and to appeal from any order or judgment of the Court concerning the proposed Settlement Agreement or any matters relating thereto.

- 10. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?** The Court will hold a Settlement Fairness Hearing on [REDACTED], at [REDACTED] a.m./p.m. at [REDACTED]. At this hearing the Court will consider whether the proposed Settlement Agreement is a fair, reasonable, and adequate resolution of the Litigation. If there are timely, valid, and properly submitted objections, the Court will consider them and any response the Parties may have. The Court may listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the proposed Settlement Agreement.

You do not have to attend the Settlement Fairness Hearing. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely, validly and properly sent an objection, you may attend the Settlement Fairness Hearing and talk about your objection, or you may have your own lawyer do so. However, you do not have to attend even if you send an objection. As long as you timely, validly, and properly sent your written objection, the Court will consider it even if you do not attend.

- 11. WHAT HAPPENS IF I DO NOTHING AT ALL?** If you do nothing at all, and you are a Class Member, you will be bound by the proposed Settlement Agreement if the Court approves it. You will not receive any payment from the Settlement Payment. You will still have released all Released Claims against Rousselot.
- 12. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE PROPOSED SETTLEMENT?** If the Court ultimately does not approve the proposed Settlement Agreement, or if the Court's approval is reversed on appeal or the proposed Settlement Agreement is terminated, then the proposed Settlement Agreement shall become null and void. If the proposed Settlement Agreement becomes null and void, the case will proceed as though the proposed Settlement Agreement was never entered into.

- 13. ARE MORE DETAILS ABOUT THE PROPOSED SETTLEMENT AND MY RIGHTS UNDER THE PROPOSED SETTLEMENT AVAILABLE?** This Class Notice is a summary and does not describe all of the terms of the proposed Settlement Agreement. You have the opportunity and right to review all the terms of the proposed Settlement Agreement, which can be found at WWW.LSCCOUNSEL.COM/ROUSSELOT. You may also contact Class Counsel at (800)536-0045 or info@LSCCOUNSEL.COM for more details about the lawsuit or the proposed Settlement Agreement.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Ex. 1(D)

[Proposed] Preliminary Approval Order

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT OF
THE TRIAL COURT
CIVIL ACTION NO: 2084CV896

MICHAEL BARANOFSKY, KIMBERLEY)
GALE, LAWRENCE ESSEMBER on behalf)
of themselves and all others similarly)
situated,)

Plaintiffs,)

vs.)

ROUSSELOT PEABODY INC.,)

Defendant.)

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Michael Baranofsky, Kimberly Gale, and Lawrence Essemer (the “Plaintiffs”) on behalf of themselves and the certified Class, and Defendant Rousselot Peabody, Inc. (“Defendant”) have agreed, subject to Court approval following notice of the proposed Settlement Agreement and a hearing, to settle the Action upon the terms and conditions set forth in the Settlement Agreement filed with this Court. Through an unopposed motion, Plaintiffs sought entry of an order: (1) preliminarily approving the Settlement Agreement; (2) directing notice to the Class; (3) appointing Class Counsel as Settlement Administrator; and (4) setting a final fairness hearing for final approval of the Settlement Agreement, subject to further consideration by the Court.

WHEREAS this Court has reviewed the Settlement Agreement, as well as the files, records and proceedings to date in this matter;

WHEREAS, for the purposes of this order, capitalized terms used below shall have the meaning ascribed to them in the Settlement Agreement, unless otherwise defined; and

WHEREAS, for purposes of the Action, this Court has subject matter and personal jurisdiction over the Parties, including all persons in the Settlement Class.

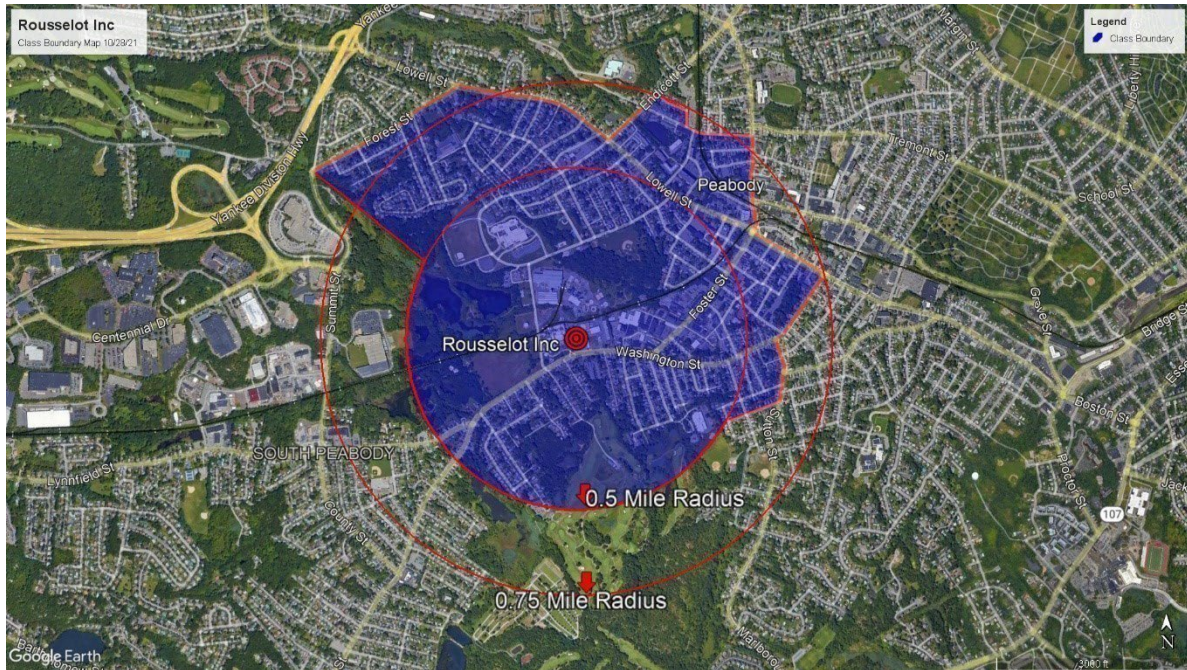
IT IS HEREBY ORDERED THAT:

Preliminary Approval of Proposed Settlement. The Settlement Agreement, including all exhibits attached thereto and incorporated therein, is preliminarily approved as fair, reasonable and adequate and within the range of reasonableness for preliminary settlement approval. The Court finds that (a) the Settlement Agreement resulted from arm's length negotiations by experienced counsel; and (b) the Settlement Agreement is sufficient to warrant notice of the Settlement to persons in the Class and a full hearing on the final approval of the Settlement.

Class Certification. On or about July 25, 2022, the Court entered an order certifying the following Class:

Every person or legal entity that owns residential property, and every person who, at any time after January 2, 2017 occupied or lived in residential property in Peabody, Massachusetts that within the area enclosed by the geographic boundary described as follows: beginning at one-half (0.5) mile west of the Plant following a radial line to the east to the corner of Howard Avenue and State Street; west on State Street to Sutton Street; north on Sutton Street to Washington Street; northeast on Washington Street to Main Street; northeast on Main Street to Central Street; north-northeast on Central Street to Warren Street; northwest on Warren Street to Berry Street; north-northeast then northwest on Berry Street to Endicott Street; southwest on Endicott Street to Lowell Street; northwest on Lowell Street to Forest Street; southwest on Forest Street to the corner of Forest Street and Summit Street; southeast from the corner of Forest Street and Summit Street to one-half (0.5) mile radial line west of the Plant.

The certified class area is depicted below, which is attached and incorporated into the Settlement Agreement as Exhibit A:



Pursuant to the Court’s class certification Order, the approved Notice was sent via first-class mail to 2,920 households within the Class Area. Notice was also published in the Salem News and on Class Counsel’s website.

Through the Settlement Agreement, the Parties have agreed to a Class Period from January 2, 2017 through the Effective Date, as defined in the Settlement Agreement. Pursuant to Mass. Gen. Laws Ch. 93A § 9 and Mass R. Civ. P. 23, the Court affirms its prior class certification order and approves the Class Period defined in the Settlement Agreement.

The Court relies upon the June 13, 2022 Memorandum and Order and Opinion granting Class Certification to determine that the Class satisfies the factors outlined in Mass R. Civ. P. 23. Class Representative. Plaintiffs are hereby designated as class representatives for the Class. Class Counsel. The Court hereby appoints Steven D. Liddle, Laura L. Sheets, and Matthew Z. Robb of Liddle Sheets Coulson P.C. (each of whom has been admitted pro hac vice as counsel for the Plaintiffs and the Class for purposes of the Litigation) and William Doyle from the firm of

Colonna, Doyle & Simeola as Class Counsel. The Court finds that counsel is competent and capable of exercising all responsibilities as Class Counsel for the Class.

Settlement Fairness Hearing. A Settlement Fairness Hearing shall be held on _____ at _____ to determine whether the Court will enter an Order finally approving the Settlement Agreement pursuant to the terms contained therein as well as to consider Class Counsel's application for an award of attorney's fees and reimbursement of expenses for prosecuting the Litigation, and Plaintiffs' request for an incentive award. The Final Approval Hearing may be postponed, adjourned or continued by order of the Court without further notice to the Class. During or after the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement Agreement that will adjudicate the rights of the Class Members with respect to the Released Claims.

Class Notice. Class Counsel is directed to effectuate Notice as follows: within thirty (30) days of this Order, Class Counsel shall (i) send the long form Notice and Claim Form via United States mail to each reasonably identifiable residential address within the Class Area; (ii) publish the short form Notice in the Salem News; and (iii) make publicly available on Class Counsel's website the Complaint; the long form Notice; the Settlement Agreement and the Class Area Map.

Findings Concerning Class Notice. The Court finds that the Notice program and the manner of its dissemination is the best practicable notice under the circumstances and is reasonably calculated to apprise the Class of the pendency of this Action, their right to object to the Settlement Agreement and the manner and means for Class Members to submit claims. The Court further finds that the Notice program is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice and that it meets the requirements of due process and Mass

Gen Laws ch. 93A § 9. The Court hereby approves the Notices and Claim Form submitted with Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

Administration. The Settlement Administration process described in the Settlement Agreement is hereby approved. Class Counsel is hereby appointed as Settlement Administrator for purposes of Settlement Administration.

Objections and Appearances. Any Class member may appear at the Final Approval Hearing to argue that the proposed Settlement Agreement should not be approved and/or to oppose the request for attorneys' fees or any Incentive Award to Plaintiffs. In order to be heard at the Final Approval Hearing, the Class Member must state any objection(s) that they have in writing and mail it to Class Counsel not later than _____ ("the Objection Deadline"). Any objections that do not comply with the Notice or that are not timely filed and mailed may be deemed invalid.

Further Papers in Support of Settlement and Fee Application. By no later than 14 days before the Final Approval Hearing, Class Counsel shall file its Motion for Final Approval of Class Action Settlement and any papers in support of final approval of the Settlement, including any response to any timely filed objections, and proof of mailing of the Notice.

Effect of Failure to Approve the Agreement. In the event the Settlement Agreement is not approved by the Court, or if for any reason the Parties fail to obtain a final judgment as contemplated by the Settlement Agreement, or the Settlement Agreement is terminated for any reason, the Parties shall be returned to the positions they were in immediately before the execution of this Settlement Agreement, as though no settlement had ever been reached, and the Settlement Agreement shall not be used as evidence for or against either party in any proceeding.

SO ORDERED:

Hon. Kenneth W. Salinger

Dated: _____, 2024

Ex. 1(E)
Claim Form

Baranofsky, et al. v. Rousselot Settlement Claim Form
GENERAL INSTRUCTIONS

- 1. TO BE EFFECTIVE AND VALID, THIS CLAIM FORM MUST BE (1) FULLY COMPLETED; (2) SIGNED UNDER OATH; (3) POSTMARKED BY [DATE]; AND (4) OTHERWISE FULLY SATISFY ALL REQUIREMENTS OF THE ORDER OF NOTICE AND PRELIMINARY APPROVAL AND THE SETTLEMENT AGREEMENT.**
2. By no later than [date], you must complete and return this Claim Form, along with the requested documentation, to: Attn: Rousselot. Claims, Liddle Sheets Coulson P.C., 975 E. Jefferson Ave., Detroit, MI 48207.
3. It is important that you completely read the Notice of Proposed Class Action Settlement (the "Notice") that accompanies this Claim Form, and it is strongly recommended that you review the Settlement Agreement itself, which contains releases that impact your ability to sue Rousselot. The Notice contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will certify that you have read the Class Notice and had a fair opportunity to read the Settlement Agreement, including, the terms of the releases described therein.
4. Only Class Members (as that term is defined in the Settlement Agreement) should complete this Claim Form. To determine whether You are a Class Member please review the Notice or the Settlement Agreement, each of which defines the Class and who is a Class Member.
5. To be eligible to claim compensation from the Settlement Agreement, a Class Member must file a Claim Form in accordance with the instructions contained herein and in the Settlement Agreement.
6. Only one property can be claimed per Claim Form. If you owned, occupied, rented or otherwise resided in multiple properties within the Class Area, you must complete a separate Claim Form for each property.
7. IF YOU ARE NOT A CLASS MEMBER DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER.
8. You may only participate in a distribution from the Settlement Payment if you are a Class Member and complete and return this Claim Form as required by the instructions contained herein and in accordance with the Settlement Agreement. If you fail to file a timely, properly addressed, and completed Claim Form, or if your Claim Form otherwise fails to comply with these instructions of the Settlement Agreement, your claim may be rejected, and you may be precluded from receiving any distribution from the Settlement Payment.
9. Submission of this Claim Form does not guarantee that you will share in the Settlement Payment. The distribution of the Settlement Payment is governed by the procedures set forth in the Settlement Agreement, if approved by the Court, or such other plan of allocation as the Court approves.
10. You are required to submit genuine and sufficient documentation in response to the requests contained in this Claim Form. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS TO SUPPLY TO THIS REQUEST. THE LACK OF DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to Class Counsel. Any documents you submit with your Claim Form will not be returned.

Questions? Need a Claim Form? Visit: <https://www.lscounsel.com/rousselot> or Contact Class Counsel: 800-536-0045

PART I: PERSONAL FACTS AND QUESTIONNAIRE

Claimants Identity

_____ Your Full Name (please print)	_____ Your Spouse's Full Name, if applicable (please print)
_____ Mailing address	_____ Email Address
_____ City, State Zip	(_____) _____ Daytime telephone number

Claimed Address

1. Please provide the address of the property that you owned, occupied, resided at, or rented that is located within the Class Area described in the Notice (the "Claimed Address").

Claimed address

City, State Zip

2. Please provide the dates that you owned, occupied, resided at, or rented the Claimed Address:

Proof of Identification

For each person making a claim, you must attach to your Claim Form a copy of a government-issued photo identification to establish your identity and current address. Please mark the box that identifies the requested enclosed item:

- State issued driver's license
- State issued identity card
- Other identification sufficient to prove your identity

Claimed Address Ownership and/or Occupancy Status

Mark the box that describes your interest in Claimed Address and attach the requested documents to your Claim Form.

- Owner - If marked, you *must* attach a copy of the deed or other documentation of ownership.
- Occupant, renter or other resident that is not an Owner - If marked, you *must* attach a copy of documentation of residence during the applicable time period (e.g., a valid lease or rental agreement, government-issued mail or tax documents showing proof of address, etc.).

Questions? Need a Claim Form? Visit: <https://www.lscounsel.com/rousselet> or Contact Class Counsel: 800-536-0045

PART II: REPRESENTATIONS AND WARRANTIES

By submitting this Claim Form and checking the boxes below, I declare under penalty of perjury that I am a member of the Class and that the following statements are true:

- 1) I have completely read and understand the Notice of Pendency of Class Action Settlement that accompanied this Claim Form and understand that the proposed Settlement Agreement includes a release of all Released Claims (as that term is defined in the Settlement Agreement) I may have against Rousselot.
- 2) All information provided in this Claim Form and its attachments is true and correct.

_____ Date: _____
Your signature

_____ Date: _____
Your spouse's signature (if applicable)

Ex. 1(F)

Publication Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

Baranofsky et al. v. Rousselot Peabody Inc., Superior Court of the State of Massachusetts for the County of Suffolk. Case No. 2084CV00896-BLS2.

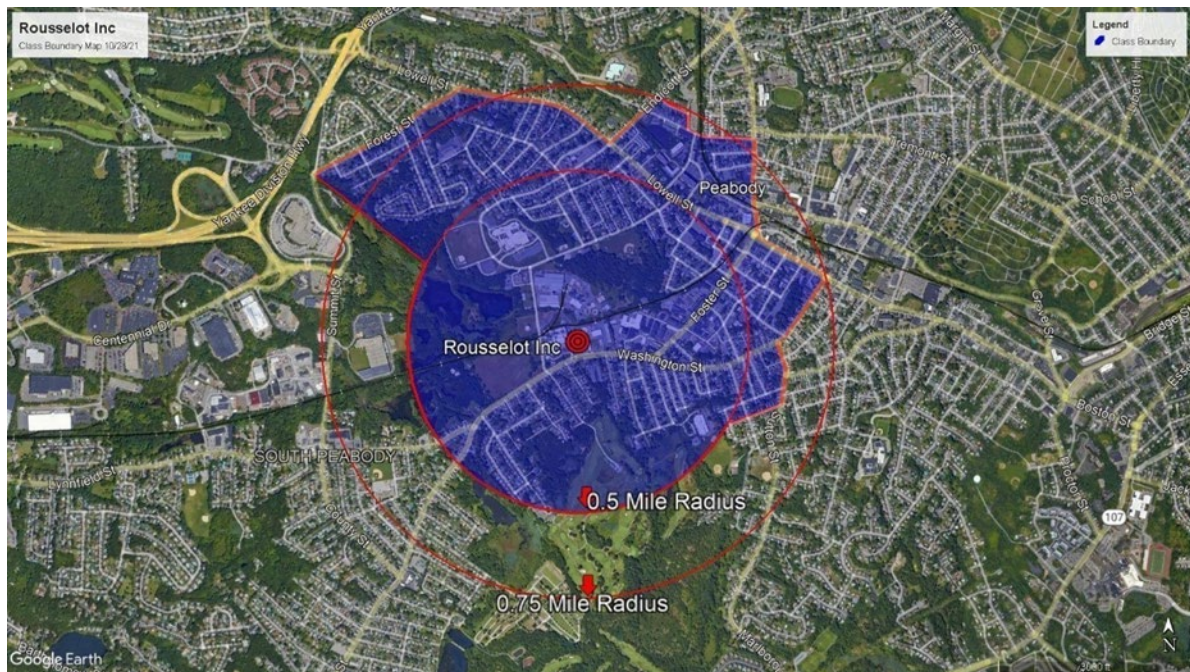
Please read this Notice carefully, as it affects your legal rights. You can also visit or call

<https://www.lscounsel.com/rousselot>

975 E. Jefferson Ave., Detroit, MI 48207

Call Toll Free: 1-800-536-0045

ATTENTION: If, at any time from January 2, 2017 to the present, you owned, occupied, resided in, or rented a residential property in Peabody, Massachusetts that is within the Class Area you are a member of a Class (a “Class Member”) that is a party to a proposed Settlement Agreement. The Class Area is a geographic boundary described as follows: beginning at one-half (0.5) mile west of the Plant following a radial line to the east to the corner of Howard Avenue and State Street; west on State Street to Sutton Street; north on Sutton Street to Washington Street; northeast on Washington Street to Main Street; northeast on Main Street to Central Street; north-northeast on Central Street to Warren Street; northwest on Warren Street to Berry Street; north-northeast then northwest on Berry Street to Endicott Street; southwest on Endicott Street to Lowell Street; northwest on Lowell Street to Forest Street; southwest on Forest Street to the corner of Forest Street and Summit Street; southeast from the corner of Forest Street and Summit Street to one-half (0.5) mile radial line west of the Plant. You may be a class member. The Class Area is depicted below:



A class action lawsuit (the “Litigation”) is pending in the Superior Court of Massachusetts, County of Suffolk, which alleges that Rousselot Peabody Inc. (“Rousselot”) has caused the release of airborne emissions (including, without limitation, noxious odors) that has, among other things, diminished property values and resulted in the loss of use and enjoyment of property for Class Members. Plaintiffs have asserted claims for nuisance, negligence, and trespass. Rousselot denies any wrongdoing and denies that Plaintiffs’ or the Class’s claims have any merit. Nonetheless, to avoid the time, expense, and disruption of continuing the Litigation, Rousselot has agreed to a proposed settlement agreement (the “Settlement Agreement”) with Plaintiffs and the Class. This document provides you with notice of the proposed Settlement Agreement, and further provides you with notice that you may be a Class Member and that if you are a Class Member you have certain rights with respect to the proposed Settlement Agreement.

Error! Unknown document property name.

Your Legal Rights and Options in this Settlement		Deadline
SUBMIT A CLAIM FORM	<p>The only way to get a cash payment. You must <u>timely</u> submit a valid Claim Form, attached to the Long Form Class Notice which can be accessed as described below.</p>	Deadline to submit a Claim Form: on or before [REDACTED]
COMMENT OR OBJECT	<p>Write to the Court about why you do not like the Settlement. You must follow the procedures outlined in the Long Form Class Notice (for access, see below).</p>	Deadline to Comment or Object: on or before [REDACTED]
DO NOTHING	<p>You receive no payment. Remain bound by the settlement including the releases therein. By doing nothing, you will not recover money from the Settlement Agreement. Even though you will not receive a payment, you will still be bound by the Settlement Agreement's terms, including releasing all the Released Claims against Rousselot. That is, you will not be able to file your own lawsuit against Rousselot for claims that were or could have been raised in the Litigation.</p>	

This is only a PARTIAL summary of the proposed Settlement Agreement with Rousselot. Before deciding what action you will take, if any, it is important that you immediately review the Long Form Class Notice on the internet at: <https://www.lscounsel.com/rousselot> or the Settlement Agreement itself (which can be accessed at the same website).

The Long Form Class Notice and the Settlement Agreement more fully define the Class Area and who is a Class Member. They also explain the proposed settlement terms and the deadlines and procedures for you to object to the settlement if you desire to do so. To have a copy of the Long Form Class Notice mailed to you, you can call Class Counsel toll free at 1-800-536-0045.