

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION**

ROSE L. EPPERSON,
Individually
and as class representative
for all similarly situated
persons

Civil Action No. 2:20-CV-00053
Judge James D. Cain, Jr.

Plaintiff,

v.

INTERNATIONAL PAPER COMPANY,
KERR-MCGEE CHEMICAL
CORPORATION,
KERR-MCGEE OPERATING
CORPORATION, ANADARKO
PETROLEUM
CORPORATION, OCCIDENTAL
PETROLEUM CORPORATION BNSF
RAILWAY COMPANY,

**PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL
OF MODIFIED CLASS ACTION
SETTLEMENT**

Defendants.

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT Plaintiff Rose L. Epperson ("Plaintiff") will, and hereby does, move the Court, pursuant to Fed. R. Civ. P. 23(e), for an Order Preliminarily Approving the Class Action Modified Settlement and Providing for Notice. Pursuant to Local Rule 7.5, if any defendant opposes this motion, it may file a response on or before 21 days from today. Plaintiff's motion for preliminary approval of the modified settlement of the above-captioned action on a class basis is made pursuant to Fed. R. Civ. P. 23(e) and seeks an order:

1. Granting preliminary approval to the modified settlement;
2. Conditionally certifying, for settlement purposes only, the proposed class;

3. Directing that notice of the modified settlement be given to the class in the proposed form and manner;
4. Setting a date by which objections, if any, to the modified settlement must be served and filed;
5. Setting a date by which members of the class may request exclusion from the class; and
6. Scheduling a hearing before the Court to determine whether the proposed modified settlement should be finally approved.

This motion is based upon the attached memorandum of law, the July 8, 2024 declaration of Perry R. Sanders and its attached exhibits.

Dated: July 8, 2024

Respectfully submitted,

By: /s/ Perry R. Sanders, Jr.

Perry R. Sanders, Jr.
Sanders Law Firm, LLC
31 N. Tejon, Suite 400
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Counsel for Plaintiff Rose L. Epperson

CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2024, I electronically filed the foregoing with the Clerk of Court using the CM/EMF system, which will send notification of such filing to all parties and/or counsel of record.

/s/ Perry R. Sanders, Jr.
Perry R. Sanders, Jr.

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION**

ROSE L. EPPERSON,
Individually
and as class representative for all similarly
situated persons,

Plaintiff,

v.

INTERNATIONAL PAPER COMPANY,
KERR-MCGEE CHEMICAL
CORPORATION,
KERR-MCGEE OPERATING
CORPORATION, ANADARKO
PETROLEUM
CORPORATION, OCCIDENTAL
PETROLEUM CORPORATION BNSF
RAILWAY COMPANY,

Defendants.

Civil Action No. 2:20-CV-00053

Judge James D. Cain, Jr.

**DECLARATION OF PERRY SANDERS IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF MODIFIED CLASS ACTION SETTLEMENT**

I, Perry R. Sanders, Jr., pursuant to 28 U.S.C. § 1746, declare:

1. I am an attorney duly licensed by the State of Louisiana. I am a partner with the Sanders Law Firm, LLC, Counsel for Plaintiff Rose L. Epperson and the putative class. I provide this Declaration in support of Plaintiff's Motion for Preliminary Approval of Modified Class Action Settlement. I have personal knowledge of the matters stated herein.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Modified Settlement Agreement and Release in the above-captioned case and the exhibits thereto.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: July 8, 2024

By: /s/ Perry R. Sanders, Jr.

Perry R. Sanders, Jr.
Sanders Law Firm, LLC
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Counsel for Plaintiff Rose L. Epperson

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION**

ROSE L. EPPERSON,

Plaintiff,

v.

Civil Action No. 2:20-CV-00053-JDC
Judge James D. Cain, Jr.

KERR MCGEE CHEMICAL CORP, et al.,

Defendants.

MODIFIED SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED, by, between, and among Plaintiff Rose L. Epperson (“Epperson” or “Plaintiff”), on behalf of herself and all Settlement Class Members as defined herein, and Defendants Occidental Petroleum Corporation (“Occidental”) and Anadarko Petroleum Corporation (“Anadarko”) that the claims of the Settlement Class raised by, or which could have been raised by, this lawsuit against the Released Persons, as defined herein, related to contamination alleged to emanate from the American Creosote DeRidder Superfund Site are settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Modified Settlement Agreement and Release,¹ subject to the approval of the Court.

1 RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

¹ This Modified Settlement Agreement and Release supersedes in their entirety any previous Settlement Agreement and Release entered between the parties prior to the execution date.

1.1 On January 13, 2020, Larry W. Ashworth² filed a lawsuit against several defendants, including Occidental and Anadarko, docketed as Case No. 20-0053 in the United States District Court for the Western District of Louisiana, Lake Charles Division, asserting claims on behalf of himself and a putative class of individuals allegedly harmed as a result of surface runoff or contaminated groundwater from the American Creosote DeRidder Superfund Site and/or the International Paper DeRidder Creosote Site (the “Action”). ECF No. 1.

1.2 On July 13, 2020, Occidental and Anadarko, who Plaintiff alleged are successors to one of the entities that owned and operated the American Creosote DeRidder Superfund Site, moved to dismiss Plaintiff’s Complaint for lack of personal jurisdiction, expressly reserving their rights to (1) argue that Plaintiff’s claims against Occidental and Anadarko are barred by a November 19, 2014 Injunction entered in the Southern District of New York (the “Tronox Injunction”), (2) seek appropriate relief for Plaintiff’s violation of the Tronox Injunction, and (3) ask this Court to stay consideration of their Motion to Dismiss pending the Southern District of New York’s resolution of the dispute over the Tronox Injunction. ECF No. 36.

1.3 On July 24, 2020, Occidental and Anadarko filed a Motion to Enforce the [Tronox] Injunction and Hold Plaintiff and Plaintiff’s Counsel in Contempt in the Southern District of New York, requesting that the court enforce the Tronox Injunction, enter an order directing Plaintiff to dismiss the claims against Occidental and Anadarko, and hold both Plaintiff and Plaintiff’s counsel in contempt of the Tronox Injunction. *See In re Tronox*, Case No. 14-5495, ECF No. 102.

² On February 21, 2024, the Court granted Plaintiff’s motion to substitute Epperson as named plaintiff and class representative. ECF No. 184. Thereafter, Plaintiff sought and obtained leave to file an amended complaint reflecting the substitution of Epperson in place of Ashworth as the named plaintiff and class representative. *See* ECF Nos. 185, 194, 195.

1.4 On July 30, 2020, Occidental and Anadarko filed a consent motion to stay the Action in Louisiana pending the outcome of their pending motion to enforce and any subsequent appeal, which the Court granted on July 31, 2020.

1.5 On February 19, 2021, Judge Oetken of the United States District Court for the Southern District of New York issued an order denying Occidental and Anadarko's motion to enforce the Tronox Injunction.

1.6 Thereafter, on March 12, 2021, Occidental and Anadarko filed a timely Notice of Appeal of that decision in the United States Court of Appeals for the Second Circuit. *In re Tronox Incorporated*, Case No. 21-627. On May 10, 2021, Plaintiff moved to dismiss the Appeal on the grounds that the Second Circuit lacks appellate jurisdiction. On September 16, 2021, the Second Circuit entered an order denying Plaintiff's motion to dismiss and concluding that the Second Circuit has jurisdiction to hear Occidental and Anadarko's Appeal.

1.7 Following briefing before the Second Circuit, the parties presented oral argument on November 17, 2022. No opinion has issued to date.

1.8 Having reached an agreement in principle to settle the Action, on June 7, 2023, Anadarko and Occidental filed a consent motion requesting that the Second Circuit defer its decision and hold the appeal in abeyance pending approval of this Settlement, which the Second Circuit granted on June 8, 2023.

1.9 Following preliminary discussions with the Court regarding the parties' proposed settlement and the adequacy of Mr. Ashworth's representation of the putative class for settlement purposes, Plaintiff sought and was granted leave to substitute Epperson as named plaintiff and class representative. ECF Nos. 170, 184.

1.10 Thereafter, Plaintiff sought and obtained leave to file an amended complaint reflecting the substitution of Epperson in place of Ashworth as the named plaintiff and class representative. *See* ECF Nos. 185, 194, 195.

1.11 Based on Class Counsel's experience representing plaintiffs in other putative class actions, Class Counsel believes that the claims of the Settlement Class have merit. Class Counsel recognizes and acknowledges, however, that prosecuting this Action against Occidental and Anadarko involves significant risk as a result of a number of legal and factual uncertainties unique to the claims against Occidental and Anadarko in this case, including but not limited to (i) whether Occidental and Anadarko are subject to personal jurisdiction in this Court, (ii) whether the Tronox Injunction bars the claims against Occidental and Anadarko, (iii) whether the creosoting plant operated by the alleged predecessor of Occidental and Anadarko at the American Creosote DeRidder Superfund Site is a source of the surface runoff or contaminated groundwater complained of, and (iv) whether Occidental and Anadarko are liable for (or likely to be held liable for) the historic operations of that creosote plant. Class Counsel further recognizes and acknowledges that prosecuting this Action through the conclusion of fact and expert discovery, a ruling on class certification, dispositive motions, trial, and appeals will involve considerable uncertainty, time, and expense. Class Counsel has concluded that the terms of this Settlement are fair, reasonable, adequate, and in the best interest of the Settlement Class, and has agreed to settle the Action with respect to Occidental and Anadarko on the terms set forth herein.

1.12 Occidental and Anadarko have denied, and continue to deny, each and every allegation of liability, wrongdoing, and damages, as they have substantial factual and legal defenses to all claims and class allegations in the Action. Nonetheless, Occidental and Anadarko have concluded that the claims of the Settlement Class should be fully and finally settled on a

class-wide basis in light of the expense, disruption, and uncertainty of continued litigation. Without admitting any liability or wrongdoing whatsoever, Occidental and Anadarko agree to the terms of this Agreement, in order to resolve all issues relating to the subject matter of the Action, with respect to the Settlement Class.

1.13 Excluded from the scope of this Settlement Agreement are Plaintiff's claims against non-settling defendants in the Action. It is understood by all parties that Plaintiff, and any other person included within the proposed Settlement Class, will have the right to continue to prosecute claims against the non-settling defendants and (i) each of their parents, subsidiaries, affiliates, and investors, (ii) the predecessors and successors thereof, and (iii) each officer, director, insurer, employee, agent, principal, investor, and attorney of each such non-settling corporation or entity.

1.14 The Settling Parties desire to promptly and fully resolve and settle with finality all of the claims on the terms set forth herein, subject to the approval of the Court.

1.15 Each of the undersigned counsel represent that their respective clients have been informed of and consent to the provisions set forth below.

1.16 Plaintiff and Defendants Occidental and Anadarko, in consideration of the promises, covenants, and agreements herein described, and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, and without any admission or concession as to any matter of fact or law, and intending to be legally bound, do hereby agree as follows:

2 DEFINITIONS

As used herein, the following terms have the meanings set forth below.

2.1 “Action” means the litigation captioned *Rose L. Epperson v. Kerr McGee Chemical Corp., et al.*, Case No. 20-0053 pending in the United States District Court for the Western District of Louisiana.

2.2 “Administrator” or “Notice Administrator” means, subject to approval of the Court, Marshall Simien, Jr., a third-party administrator selected by Class Counsel, which will oversee the dissemination of the Class Notice to the Settlement Class Members.

2.3 “Appeal” refers to Occidental and Anadarko’s appeal to the Court of Appeals for the Second Circuit of Judge Oetken’s February 19, 2021 order denying Occidental and Anadarko’s motion to enforce the Injunction, captioned *In re Tronox Incorporated*, Case No. 21-627.

2.4 “Epperson” or “Plaintiff” means Rose L. Epperson, the named plaintiff in this Action.

2.5 “Anadarko” means Anadarko Petroleum Corporation, a defendant in this Action.

2.6 “Class Counsel” means Perry R. Sanders, Jr. (and the Sanders Law Firm), David L. Wallace (Attorney at Law), and Andrew K. Glenn (and Glenn Agre Bergman & Fuentes LLP).

2.7 “Class List” means the list maintained by Class Counsel of all names, property addresses, and mailing addresses (if available) for each Settlement Class Member retained by Class Counsel.

2.8 “Class Notice” means the program of notice described in Section 7 of this Agreement to be provided to Settlement Class Members by the Notice Administrator, including via newspaper publication and Direct Notice, which will notify Settlement Class Members of their rights to opt out and object to the Settlement, the preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing, among other things.

2.9 “Court” means the United States District Court for the Western District of Louisiana.

2.10 “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. All calculations of days and times shall be adjusted to permit compliance by Occidental and Anadarko with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715, including the notifications of appropriate regulators under 28 U.S.C. § 1715(b) and expiration of the 90-day review period in 28 U.S.C. § 1715 before the Final Approval Hearing is held in the Litigation to review and approve the Settlement.

2.11 “Defense Counsel” means Duke K. McCall, III and the firm Morgan, Lewis & Bockius LLP.

2.12 “Direct Notice” means the Notice that is mailed by the Notice Administrator to Settlement Class Members, in substantially the form attached as **Exhibit A** to this Agreement and/or as ultimately approved by the Court. Direct Notice shall be sent not more than ten (10) days after the entry of the Preliminary Approval Order.

2.13 “Final Approval” means the entry of the judgment approving the Settlement after the Final Approval Hearing is conducted.

2.14 “Final Approval Hearing” means the hearing held by the Court to determine whether the terms of this Agreement are fair, reasonable, and adequate for the Settlement Class as

a whole, whether the Settlement should be granted Final Approval, and whether the judgment should be entered.

2.15 “Final Settlement Date” means the date on which the judgment in this case becomes final.

2.16 “Injunction” means the permanent injunction, entered by Judge Katherine B. Forrest in *In re Tronox Incorporated*, Case No. 14-5495 (S.D.N.Y.), ECF No. 34, prohibiting any person from litigating claims that are derivative or duplicative of the claims that were settled in that case.

2.17 “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all other reasonable and authorized costs and expenses incurred by the Notice Administrator.

2.18 “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to timely object to the Settlement. The Objection Deadline shall be no later than thirty (30) days after the provision of Class Notice as described in Section 7 or as the Court may otherwise direct.

2.19 “Occidental” means Occidental Petroleum Corporation, a defendant in this Action.

2.20 “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which an Opt-Out Request must be mailed to the Notice Administrator in accordance with Section 9 of this Agreement in order for a Settlement Class Member to opt out of the Settlement Class. The Opt-Out Deadline shall be forty-five (45) days after Notice is sent to the Settlement Class or as the Court may otherwise direct.

2.21 “Opt-Out List” means the record kept by the Notice Administrator of all Opt-Out Requests received from the Settlement Class.

2.22 “Opt-Out Request” means a written request from a Settlement Class Member seeking to opt the Settlement Class Member out of the Settlement Class and that complies with all requirements in Section 9 of this Agreement, or if they differ, the Preliminary Approval Order.

2.23 “Preliminary Approval Application” means Plaintiff’s motion for the Court to preliminarily approve the Settlement and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto. Plaintiff’s Preliminary Approval Application shall be filed within seven (7) days after this Agreement is signed.

2.24 “Preliminary Approval Order” means the order in substantially similar form as **Exhibit B** and providing for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; finding that certification of the Settlement Class for settlement purposes only is likely; directing the dissemination of the Class Notice to the Settlement Class Members; and finding that the proposed Class Notice is reasonably calculated to apprise the Settlement Class of the pendency of the Action, the material terms of the proposed Settlement, and the Settlement Class Members’ options and rights with respect thereto.

2.25 “Release” or “Releases” means the releases of all Released Claims by Plaintiff and the Settlement Class against the Released Persons, as provided for in Section 12 of this Agreement.

2.26 “Released Claims” means and includes any and all claims, actions, causes of action, offsets or liabilities, whether known or unknown, suspected or unsuspected, contingent or matured, which Plaintiff or any Settlement Class Member has had, now has, or may in the future have against any Released Person arising out of or connected in any way to alleged surface runoff or

contaminated groundwater from the American Creosote Superfund Site and/or the International Paper DeRidder Creosote Site.

2.27 “Released Persons” or “Released Person” means and includes (i) Occidental and Anadarko, (ii) each of their parents, subsidiaries, affiliates, and investors that the Settlement Class has alleged or might allege is a successor to Shreveport Creosoting Company, American Creosoting Company, and/or American Creosoting Corporation, (iii) the predecessors and successors thereof, and (iv) each officer, director, insurer, employee, agent, principal, investor, and attorney of each released corporation or entity. For the avoidance of doubt, “Released Person” and “Released Persons” do not include and nothing herein shall be deemed to release or otherwise limit the liability of (i) the non-settling defendants in this Action, (ii) each of their parents, subsidiaries, affiliates, and investors, (iii) the predecessors and successors thereof, and (iv) each officer, director, insurer, employee, agent, principal, investor, and attorney of each such non-settling corporation or entity.

2.28 “Settlement” or “Settlement Agreement” or “Agreement” means this Modified Settlement Agreement and Release, including all exhibits thereto.

2.29 “Settlement Class” means all members of the class of residents and property owners in the Action that will be certified by the Court for settlement purposes only as more fully described in Section 3 of this Agreement.

2.30 “Settlement Class Member” means any member of the Settlement Class.

2.31 “Settling Parties” means, collectively, defendants Occidental and Anadarko and representative plaintiff, Rose L. Epperson, individually and on behalf of the Settlement Class.

3 CLASS DEFINITION AND CERTIFICATION OF SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY

3.1 The “Settlement Class” shall include all residents, homeowners, and landowners within the geographical boundaries depicted in **Exhibit E** to the Settlement Agreement (*i.e.*, residents, homeowners, and landowners within the estimated boundaries of the floodplain and subsurface aquifer that extends from northeast corner of the southeast of boundary of the American Creosote DeRidder Superfund Site to the northeast along the railroad right of way to Louise Street, then south to Rock Street, east to Ronald Regan Highway (U.S. Hwy 190), southeast on Ronald Regan Highway to Carr de Louisiana 26, southeast along Carr de Louisiana 26, then south down Townsley Road, then southwest from the intersection of Townsley Road and Scallon Road to State Route 394, to the west-northwest along State Route 394 to Bobby Stracener Road, before continuing west to Ronald Regan Highway, and then north-northwest to Ball Road, west along Ball Road to immediately before the DeRidder Wastewater Treatment Plant and then north-northwest to the southeast corner of the southeast boundary of the American Creosote DeRidder Superfund Site) and/or other individuals (e.g., former residents) who may have suffered bodily injury and/or property damage and might assert a claim for associated harms, including compensatory damages, medical monitoring, economic damages, and/or injunctive relief based on contamination alleged to emanate from the American Creosote DeRidder Superfund Site.

3.2 Excluded from the Settlement Class are: (i) federal, state, and/or local government agencies; and (ii) any judge, clerk, or officer of the Court, their spouses, and persons within the third degree of relationship to either of them or the spouses of such persons.

3.3 After the Preliminary Approval Order is entered, Plaintiff shall move for Final Approval of the Settlement and entry of final judgment. If the Settlement is not granted final

approval, or this Agreement is otherwise terminated or rendered null and void, the Court's finding that certification of the Settlement Class for the purposes of judgment on the proposed Settlement is likely shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied; in such circumstances, Occidental and Anadarko reserve and shall have all rights to challenge certification of the Settlement Class or any other class for trial purposes in the Action, or in any other litigation, on all available grounds as if no Settlement Class had been certified.

4 CONDITIONS AND OBLIGATIONS RELATING TO THE SETTLEMENT EFFECTIVENESS

4.1 This Settlement Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below.

4.2 Condition No. 1: Agreement to Hold the Appeal in Abeyance. Plaintiff, Occidental, and Anadarko agree the Appeal should remain in abeyance pending approval of this Settlement. Occidental and Anadarko further agree to voluntarily dismiss the Appeal within seven (7) days of Final Approval of the Settlement and final judgment dismissing all claims against Occidental and Anadarko in this Action.

4.3 Condition No. 2: Consent to Motion to Vacate. Plaintiff agrees to join in or consent to a motion by Occidental and Anadarko to vacate Judge Oetken's order denying the Motion to Enforce the Injunction.

4.4 Condition No. 3: District Court Approval. The Settlement must be approved by the Court in accordance with the following steps:

4.4.1 No later than seven (7) days following execution of this Agreement (i) the Settling Parties will inform the Court that the Action has been settled with respect to Plaintiff's claims against Occidental and Anadarko; (ii) the Settling Parties will inform the Court that and the Appeal is being held in abeyance pending approval of the settlement; and (iii) Class Counsel will present a Preliminary Approval Application to the Court.

4.4.2 Application for Preliminary Approval of Proposed Settlement, Class Certification, and Class Notice. After good faith consultation with Defense Counsel, Class Counsel will present a Preliminary Approval Application to the Court within seven (7) days of the execution of this Agreement. The Preliminary Approval Application shall include a Class Notice in substantially similar form as **Exhibit A** and a proposed Preliminary Approval Order, in substantially similar form as **Exhibit B**. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Final Approval Hearing no earlier than ninety (90) days after the service of the required notices under 28 U.S.C. § 1715.

4.4.3 Settlement Class Certification. In connection with the proceedings on Preliminary and Final Approval of the proposed Settlement, Plaintiff shall seek as part of the Preliminary Approval Application an order finding that certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure for purposes of this Settlement only is likely.

4.4.4 Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially similar form as **Exhibit B**, which shall, among other things:

- a. Determine that class certification of a Settlement Class, solely for purposes of judgment on the proposed settlement and for no other purpose, is likely; and

approve Plaintiff as an adequate class representative; and appoint Class Counsel, pursuant to Fed. R. Civ. P. 23;

b. Preliminarily approve the Settlement as fair, reasonable and adequate;

c. Order the issuance of Class Notice to the Settlement Class, and determine that such Notice complies with all legal requirements, including, but not limited to, the Class Action Fairness Act and Due Process Clause of the United States Constitution;

d. Schedule a date and time for a Final Approval Hearing to determine whether the Settlement should be finally approved by the Court;

e. Require Settlement Class Members who wish to opt out to submit an appropriate and timely written Opt-Out Request by the Opt-Out Deadline, as directed in the Settlement Agreement and Settlement Class Notice, and advise that a failure to do so shall bind those Settlement Class Members who remain in the Settlement Class;

f. Establish procedures for Settlement Class Members who wish to object to the Settlement Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in the Class Notice and Preliminary Approval Order;

g. Require attorneys representing any objecting Settlement Class Member, at the Settlement Class Member's expense, to file a notice of appearance;

h. Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

i. Issue related orders to effectuate the preliminary approval of the Settlement Agreement.

4.4.5 Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Notice Administrator shall cause the Class Notice to be issued in accordance with Section 7 below.

4.4.6 Final Approval Hearing. In connection with the Preliminary Approval Application, Plaintiff shall request that the Court schedule and conduct a hearing after dissemination of Settlement Class Notice, at which it will consider whether the Settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure. Specifically, after good faith consultation with Occidental and Anadarko, Plaintiff shall request that, on or after the Final Approval Hearing, the Court: (i) certify the Settlement Class for purposes of judgment on the proposed Settlement; and (ii) enter the final judgment, granting Final Approval of the Agreement and dismissing with prejudice the claims of Settlement Class Members against Occidental and Anadarko in this Action. The Settling Parties will reasonably cooperate with one another in seeking entry of the final judgment.

4.5 Condition No. 4: Finality of Judgment. The Court shall enter a final Order containing language substantially similar to **Exhibit C**, and judgment in substantially similar form as **Exhibit D**, and shall, among other things:

4.5.1 Find that (i) the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction over the claims asserted in this Action; and (ii) venue is proper;

4.5.2 Finally approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23, as fair, reasonable, and adequate;

4.5.3 Find that the form and means of disseminating the Class Notice complied with all laws, including, but not limited to, Rule 23 and the Due Process Clause of the United States Constitution;

4.5.4 Find there is no just reason for delay in entering final judgment with respect to the claims of all Settlement Class Members, enter said final judgment and dismiss the claims of all Settlement Class Members against Occidental and Anadarko in this Action with prejudice;

4.5.5 Make the Releases in Section 12 of the Settlement Agreement effective as of the Final Settlement Date;

4.5.6 Permanently bar and enjoin Plaintiff and all Settlement Class Members who have not opted out of the Agreement, from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto;

4.5.7 Permanently bar and enjoin Plaintiff and all Settlement Class Members who have not opted out of the Settlement from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto;

4.5.8 Find that, by operation of the entry of the judgment, Plaintiff and all Settlement Class Members who have not opted out of the Agreement shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims;

4.5.9 Authorize the Settling Parties to implement the terms of the Settlement Agreement;

4.5.10 Without affecting the finality of the judgment for purposes of appeal, retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the final judgment, and for any other necessary purpose; and

4.5.11 Issue related orders to effectuate the Final Approval of the Agreement and its implementation.

5 SETTLEMENT APPROVAL

5.1 Within seven (7) days of this Agreement's date, Plaintiff shall apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval Hearing.

5.2 Plaintiff shall move for and brief the issue of Final Approval of the Settlement in accordance with the Preliminary Approval Order or such other or further order of the Court.

5.3 At the Final Approval Hearing, Plaintiff shall move for entry of the proposed judgment and present arguments in support thereof.

5.4 Promptly after the Final Settlement Date, Settlement Class Members shall dismiss with prejudice all claims, actions, or proceedings that have been brought by or involve any Settlement Class Member in any other jurisdiction and that are released pursuant to this Settlement Agreement.

6 SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF

6.1 Settlement Amount. In consideration for the Releases set forth in Section 12, and within twenty (20) business days following the Final Settlement Date, Occidental and Anadarko shall pay into the attorney escrow account of Class Counsel the sum of \$3,500,000.00, to be used for hard costs incurred to date associated with the Action, and hard costs going forward, including

but not limited to engineers, toxicologist, air and water modelers, doctors, deposition costs, travel, historic document assembly, and other costs traditionally associated with prosecution of an environmental case alleging personal injury and property damage. Such funds shall not be used for attorneys' fees, and no attorney fee shall be taken by Class Counsel. Payment shall be made by check or wire transfer pursuant to written instructions provided by Class Counsel.

6.2 Payment of Costs to Provide Class Notice. In addition to the Settlement Amount, Occidental and Anadarko will pay the reasonable costs to ensure proper due process is given to the Settlement Class in a form approved by the Court, which will likely be newspaper and direct mail, including Direct Notice to Settlement Class Members who have retained Class Counsel for purposes of pursuing this Action.

6.3 Payments to Settlement Class Members. In the event that settlement funds remain in the attorney escrow account after the Action has been resolved, that money will be distributed to Settlement Class Members by Class Counsel in a manner approved by the Court at a later date. There will be no reverter to Occidental and Anadarko of any sums remaining in the attorney escrow account after the Action has been resolved.

7 NOTICE PROCEDURES

7.1 Within ten (10) days of the Preliminary Approval Order, the Notice Administrator shall cause notice to be disseminated to the Settlement Class in order to comply with all applicable laws, including, but not limited to the Due Process Clause of the United States Constitution and Fed. R. Civ. P. 23 pursuant to the provisions set forth below.

7.2 Direct Notice. Subject to the requirements of the Preliminary Approval Order, no later than ten (10) days after the entry of the Preliminary Approval Order, the Notice Administrator

shall send via first class mail Class Notice substantially in the form attached as **Exhibit A** to all Settlement Class Members.

7.3 Notice by Publication. No later than the mailing of the Direct Notice, the Notice Administrator shall arrange for publication of notice of the proposed Settlement Agreement in both local and national publications.

8 ADMINISTRATION AND COSTS OF NOTICE

8.1 Pursuant to Section 7, Occidental and Anadarko will pay the reasonable Notice and Administrative Costs incurred by the Notice Administrator to ensure notice is provided in a form and manner approved by the Court.

8.2 The Notice Administrator shall provide notice in a cost-effective and timely manner. The Notice Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Notice Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defense Counsel upon request. The Notice Administrator shall also provide reports and other information to the Court as the Court may require. The Notice Administrator shall provide Class Counsel and Defense Counsel with information concerning the provision of Notice and responses received from Notice recipients. Should the Court request, the Settling Parties, in conjunction with the Notice Administrator, shall submit a timely report to the Court summarizing the work performed by the Notice Administrator.

8.3 Without limiting the foregoing, the Notice Administrator shall:

8.3.1 Receive Opt-Out Requests from the Settlement Class and promptly provide a copy of such requests to Class Counsel and Defense Counsel upon receipt (the "Opt-Out List"). If the Notice Administrator receives an Opt-Out Request or other requests from the Members of

the Settlement Class after the Opt-Out Deadline, the Notice Administrator shall promptly provide copies thereof to Class Counsel and Defense Counsel;

8.3.2 Provide Class Counsel and Defense Counsel with an affidavit or declaration by a competent affiant or declarant, attesting that the Class Notice has been disseminated in accordance with the Preliminary Approval Order and identifying the number of Opt-Out Requests received.

8.4 Prior to or immediately upon the grant of Preliminary Approval, Class Counsel shall deliver to the Notice Administrator the list of all names, property addresses, and mailing addresses (if available) for each Settlement Class Member (the “Class List”) retained by Class Counsel so that the Notice Administrator may provide Direct Notice to the Settlement Class, as provided in this Agreement.

8.5 Because the information about Settlement Class Members in the Class List that will be provided to the Notice Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Notice Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Class Counsel will be used solely for the purpose of effecting this Settlement. The Notice Administrator shall administer the provision of notice in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the provision of notice as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

8.6 The Notice Administrator and/or Class Counsel shall complete and provide to Defense Counsel any forms necessary for Occidental and Anadarko to fund Notice and Administrative Costs and otherwise implement this Settlement.

9 OPT-OUT PROCEDURES

9.1 A Settlement Class Member wishing to opt-out of the Settlement Class must do so in writing. In order to opt out, a Settlement Class Member must complete and send to the Notice Administrator, at the address listed in the Class Notice for this Settlement, an Opt-Out Request that is postmarked or otherwise delivered no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires).

9.2 The written Opt-Out Request must clearly manifest a person's intent to be excluded from the Settlement Class and must include: (i) the case name; (ii) the individual's name and address; (iii) a statement that he or she wants to be excluded from the Settlement Class; and (iv) the individual's signature.

9.3 All Settlement Class Members, except those who timely and properly file an Opt-Out Request in accordance with this Section, will be deemed to be Settlement Class Members for all purposes under the Agreement and upon the Final Settlement Date, will be bound by its terms, regardless of whether they receive any monetary relief or any other relief.

10 OBJECTIONS

10.1 Any potential Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal, factual and evidentiary support for the objection the

objector believes applicable; (iv) the identity of all counsel representing the objector (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (vii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative; (viii) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (ix) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (x) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity.

10.1.1 To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of Court or mailed to the Notice Administrator postmarked no later than 30 days from the date of entry of the Preliminary Approval Order.

10.1.2 In each case the Objection must be served concurrently therewith upon Class Counsel, Perry R. Sanders, Jr., The Sanders Law Firm, 31 N. Tejon, Suite 400, Colorado Springs, CO 80903, David L. Wallace, Attorney at Law, 518 North Pine Street, Post Office Box 489, DeRidder, Louisiana 70634, and Andrew K. Glenn, Glenn Agre Bergman & Fuentes LLP, 1185 Avenue of the Americas, 22nd Floor, New York, NY 10036; and Defense Counsel, Duke K. McCall, III, Morgan, Lewis & Bockius LLP, 1111 Pennsylvania Ave., NW, Washington, DC 20004-2541.

10.2 The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party to the Action, including the right to take the objector's deposition. Such discovery will be conducted on an expedited bases, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

10.3 Except upon a showing of good cause, any Settlement Class Member who fails to comply with the requirements for objecting in ¶¶ 10.1 and 10.2 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶¶ 10.1 and 10.2. Without limiting the foregoing, any challenge to the Settlement Agreement or the judgment to be entered upon Final Approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

10.4 In the event that a Settlement Class Member submits both a timely and valid Opt-Out Request and Objection, the Settlement Class Member will be deemed to have only submitted the Opt-Out Request and the Objection will be invalid.

10.5 The Settling Parties are to file any responses to objections no later than fourteen (14) days before the Final Approval Hearing.

11 COVENANTS

The Settling Parties covenant and agree as follows:

11.1 Covenants Not to Sue. Plaintiff, as representative of the Settlement Class, covenants and agrees on behalf of the Settlement Class: (i) not to file, commence, prosecute,

intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Persons; (ii) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Persons.

11.2 Cooperation. The Settling Parties agree to cooperate reasonably and in good faith with the goal of obtaining entry of a final judgment as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Agreement, including, but not limited to, the expeditious agreement to the terms of all settlement administration protocols, and the preparation and execution of all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court.

12 RELEASES

12.1 Released Claims of Settlement Class. Upon the Final Settlement Date, each member of the Settlement Class, other than Plaintiff and those Settlement Class Members who have validly opted out, acknowledges full satisfaction of and fully, finally, and forever releases, settles, and discharges all Released Persons from any and all Released Claims.

12.2 Released Claims of Plaintiff. Upon the Final Settlement Date, Plaintiff, on behalf of herself, family members, heirs, guardians, assigns, executors, administrators, predecessors, and successors, hereby fully, finally, and forever releases and discharges the Released Persons from any and all claims, actions, causes of action, offsets and liabilities, whether known or unknown,

suspected or unsuspected, contingent or matured, which Plaintiff has had, now has or may in the future have arising out of or connected in any way with contamination alleged to emanate from the American Creosote Superfund Site. In agreeing to this Release, Plaintiff explicitly acknowledges that unknown losses or claims could possibly exist and that any present losses may have been underestimated in amount or severity.

12.3 Without in any way limiting their scope, these Releases cover by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiff, or any Settlement Class Member in connection with or related in any manner to the Action, the settlement of the Action, the administration of such Settlement, and/or the Released Claims, except to the extent otherwise specified in the Settlement Agreement.

12.4 Plaintiff recognizes, and each Settlement Class Member will be deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon the Final Settlement Date, they fully, finally, and forever settle and release any and all claims covered by these Releases.

12.5 Upon the Final Settlement Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have validly opted out in accordance with the terms and provisions hereof; (ii) the Released Persons shall not be subject to liability or expense for any of the Released Claims to any such Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted

out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

12.6 Nothing in the Settlement Agreement and Releases shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained herein.

12.7 Excluded from the Releases in this Section 12 are Plaintiff's claims against non-settling defendants and any other potential defendant other than the Released Persons, both on her own behalf and on the behalf of putative class members in the Action. It is understood by all parties that Plaintiff will continue to prosecute claims against the non-settling defendants and any other potentially liable party (other than the Released Persons) that might be revealed during discovery, both on her own behalf, and on behalf of putative class members in the Action. Plaintiff on behalf of herself and the Settlement Class stipulates and agrees that Occidental and Anadarko are not successors in interest to any non-settling defendant in the Action and are not otherwise liable to Plaintiff or the Settlement Class for any of the damages Plaintiff and/or the Settlement Class may seek to recover from the non-settling defendants or other potential defendants (other than the Released Persons).

13 REPRESENTATIONS AND WARRANTIES

13.1 Plaintiff's Representations and Warranties. Plaintiff represents and warrants that she is the sole and exclusive owner of all Released Claims and that she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Persons, and further covenants that she will not assign or otherwise transfer any interest in any of Plaintiff's Released Claims. Plaintiff represents and warrants that she has no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

13.2 The Settling Parties' Representations and Warranties. The Settling Parties, and each of them on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Settlement Agreement.

14 CONFIDENTIALITY

14.1 The Settling Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any party until the Settlement Agreement is filed in connection with the Preliminary Approval Application.

14.2 The Settling Parties and their counsel agree that both before and after Preliminary Approval of the Settlement, neither they nor their counsel shall publish a press release or a release

on the Internet concerning the Settlement except to the extent the information reflected therein appears as part of the public record.

14.3 The Settling Parties and their counsel agree that both before and after Preliminary Approval, if any print or electronic media outlet contacts any party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed upon by all Settling Parties, no information will be provided in response to such inquiries except to the extent such information appears as part of the public record.

15 TERMINATION AND EFFECT THEREOF

15.1 This Agreement shall be terminable by any Settling Party if any of the conditions of Section 4 are not fully satisfied, unless they are waived in writing signed by authorized representatives of the Settling Parties.

15.2 This Agreement shall also terminate at the discretion of any Settling Party if: (i) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement that is material, including without limitation, the terms or relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the Settlement Class, and/or the terms of the Releases; (ii) the Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the final judgment, or any of the district court's findings of fact or conclusions of law that is material; or (iii) if all of the conditions required to be met before the Final Settlement Date do not occur.

15.3 If this Agreement is terminated as provided herein, the Settlement shall be null and void from its inception and the Settling Parties will be restored to their respective positions in the Action as of the date of Preliminary Approval. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be

used in the Action, or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

16 NOTICES

16.1 All Notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by email and mail to the following addresses:

All Notices to Class Counsel shall be sent to Class Counsel, c/o:

Perry R. Sanders, Jr.
THE SANDERS LAW FIRM
31 N. Tejon, Suite 400
Colorado Springs, CO 80903
perry@perrysanders.com
Tel. 719.630.1556
Fax 719.630.7004

Andrew K. Glenn
Glenn Agre Bergman & Fuentes LLP
1185 Avenue of the Americas,
22nd Floor
New York, NY
10036aglenn@glennagre.com
Tel. 212 358-5600

David L. Wallace
518 North Pine Street
Post Office Box 489
DeRidder, LA 70634
wnblawoffice@bellsouth.net
Tel. 337.462.0473
Fax 337.202.4070

Counsel for Plaintiff Rose L. Epperson and Settlement Class

All Notices to Occidental or Anadarko shall be sent to their counsel, c/o:

Duke K. McCall, III
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave., NW
Washington, DC 20004-2541
duke.mccall@morganlewis.com
Tel. 202.373.6607
Fax 202.739.3001

Counsel for Defendants Anadarko Petroleum Corporation and Occidental Petroleum Corporation

16.2 The notice recipients and addresses designated above may be changed by written agreement of the Settling Parties.

16.3 Each of the Settling Parties agrees to promptly provide, upon the other's request copies of Objections, Opt-Out Requests, or other similar documents received from Settlement Class Members in response to the Settlement Class Notice.

17 MISCELLANEOUS

17.1 The Settling Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

17.2 The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the claims of the Settlement Class against Occidental and Anadarko in the Action. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement were negotiated in good faith and at arm's length by the Settling Parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel. The amounts paid are to compromise Settlement Class Members' claims and the amounts paid represent their compensation for such alleged claims.

17.3 Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of any Released Persons; or is or may be deemed to be or may be used as

an admission of, or evidence of, any fault, omission, wrongdoing, or liability of any Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Released Persons may file this Agreement and/or the judgment in any action that may be brought against them in order to support any defense or counterclaim, including, without limitation, those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

17.4 All of the exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

17.5 This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

17.6 This Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants covered and memorialized herein. Except as otherwise provided herein, the Settling Parties will bear their own respective costs.

17.7 Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and is expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class that Class Counsel deem appropriate.

17.8 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Facsimile

signatures, electronic signatures, or signatures sent via e-mail shall be treated as original signatures and shall be binding. A complete set of counterparts will be submitted to the Court.

17.9 This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

17.10 Occidental and Anadarko maintain that they are not subject to either general or specific personal jurisdiction in this Court with respect to claims asserted in this Action. Without waiver of that defense, all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing this Settlement and agree the Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement.

17.11 None of the Settling Parties, or their respective counsel, will be deemed the drafter of this Agreement or its exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any Settling Party as the drafter thereof.

17.12 The Settlement shall be governed by the laws of the State of Louisiana, applied without regard to laws applicable to choice of law, except to the extent that the law of the United States governs any matters set forth herein, in which case such federal law shall govern.

17.13 The following principles of interpretation apply to the Agreement: (i) the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be; (ii) references to a person are also to the person's successor-in-interest; and (iii) whenever the words "include," "includes," or "including" are used in the Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement on the dates set forth below.

Dated: 06-05-24

ROSE L. EPPERSON
Plaintiff

By: Rose L. Epperson

Name: Rose L. Epperson

Title: Plaintiff

Dated:

ANADARKO PETROLEUM CORPORATION

By: _____

Name: _____

Title: _____

Dated:

OCCIDENTAL PETROLEUM
CORPORATION

By: _____

Name: _____

Title: _____

EXECUTION COPY

Dated:

ROSE L. EPPERSON
Plaintiff

By: _____

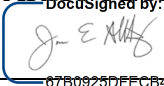
Name: _____

Title: _____

Dated: 6/11/2024

ANADARKO PETROLEUM CORPORATION

DocuSigned by:

By:  _____
67B0925DFECB442...

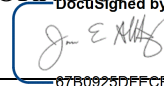
Name: James Holtz

Title: Assistant Treasurer

Dated: 6/11/2024

OCCIDENTAL PETROLEUM
CORPORATION

DocuSigned by:

By:  _____
67B0925DFECB442...

Name: James Holtz

Title: Assistant Treasurer

APPROVED AS TO FORM:

Dated: June 27, 2024

/s/Perry R. Sanders, Jr.

Perry R. Sanders, Jr.
THE SANDERS LAW FIRM
31 N. Tejon, Suite 400
Colorado Springs, CO 80903
perry@perrysanders.com
Tel. 719.630.1556
Fax 719.630.7004

David L. Wallace
518 North Pine Street
Post Office Box 489
DeRidder, LA 70634
wnblawoffice@bellsouth.net
Tel. 337.462.0473
Fax 337.202.4070

Andrew K. Glenn
Glenn Agre Bergman & Fuentes LLP
1185 Avenue of the Americas, 22nd Floor
New York, NY 10036
aglenn@glennagre.com
Tel. 212 358-5600

Counsel for Plaintiff

EXECUTION COPY

Dated: July 8, 2024



Lynne M. Powers
MORGAN, LEWIS & BOCKIUS LLP
101 Park Avenue
New York, NY 10178-0060
lynne.powers@morganlewis.com
Tel. 212.309.6220
Fax 212.309.6001

Duke K. McCall, III (*pro hac vice*)
Lindsey T. Levy (*pro hac vice*)
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave., NW
Washington, DC 20004-2541
duke.mccall@morganlewis.com
lindsey.levy@morganlewis.com
Tel. 202.373.6607
Fax 202.739.3001

*Counsel for Defendants Anadarko Petroleum
Corporation and Occidental Petroleum
Corporation*

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

WESTERN DISTRICT OF LOUISIANA

Rose L. Epperson v. Kerr McGee Chemical Corp., et al.,
Case No. 22C2:20-CV-00053-JDC (W.D. La.)

If you work or reside in DeRidder, Louisiana and have experienced negative health effects or property damage of the types typically associated with creosote exposure, this proposed class action settlement may affect your rights.

A court authorized this Notice. This is not a solicitation by a lawyer.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

- A proposed settlement (“the Settlement”) has been reached between Plaintiff Rose L. Epperson (“Plaintiff”), on behalf of herself and all Settlement Class Members, and Defendants Occidental Petroleum Corporation (“Occidental”) and Anadarko Petroleum Corporation (“Anadarko”) (collectively, the “Settling Defendants”) in the class action lawsuit entitled *Rose L. Epperson v. Kerr McGee Chemical Corp., et al.*, Case No. 22C2:20-CV-00053-JDC, pending in the United States District Court for the Western District of Louisiana (the “Action”). Settling Defendants deny all claims against them. The Settlement does not establish who is correct and is not an admission of fault, but rather is a compromise to end the dispute between and among the settling parties but specifically reserves rights against the other named Defendants in the litigation.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement by accessing the Court’s docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.gov>. You may also contact the Notice Administrator or Class Counsel. **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**
- A hearing regarding final approval of the proposed Settlement will be held before the Honorable James D. Cain, Jr. on [insert date], at [insert time], in Courtroom _ of the United States District Court for the Western District of Louisiana, 611 Broad St., Lake Charles, LA 70601, to determine whether the Settlement is fair, adequate, and reasonable (“Final Approval Hearing”). As a Settlement Class Member, you will be bound by the Settlement Agreement terms, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Occidental and Anadarko for the Released Claims asserted in the Action as explained more fully below.
OPT OUT OF THE SETTLEMENT CLASS	You have the option to exclude yourself from this Settlement, in which case you will retain any right to pursue separate legal action against Occidental and Anadarko about the claims in the Action (in court or in arbitration, as applicable). If you want to exclude yourself, you must do so by submitting a <i>written</i> Opt-Out Request by the Opt-Out Deadline set forth below.

OBJECT	To object to the Settlement, you must do so in writing, by filing a Notice of Objection with the Clerk of Court or mailing a Notice of Objection to the Notice Administrator explaining why you don't like the Settlement. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit an Opt-Out Request if you wish to object.
---------------	--

BASIC INFORMATION

Who is affected by this proposed Settlement?

The Court has conditionally certified, for settlement purposes only, the following class (the "Settlement Class"):

All residents, homeowners, and landowners within the geographical boundaries depicted in Exhibit E to the Settlement Agreement (i.e., residents, homeowners, and landowners within the estimated boundaries of the floodplain and subsurface aquifer that extends from northeast corner of the southeast of boundary of the American Creosote DeRidder Superfund Site to the northeast along the railroad right of way to Louise Street, then south to Rock Street, east to Ronald Regan Highway (U.S. Hwy 190), southeast on Ronald Regan Highway to Carr de Louisiana 26, southeast along Carr de Louisiana 26, then south down Townsley Road, then southwest from the intersection of Townsley Road and Scallon Road to State Route 394, to the west-northwest along State Route 394 to Bobby Stracener Road, before continuing west to Ronald Regan Highway, and then north-northwest to Ball Road, west along Ball Road to immediately before the DeRidder Wastewater Treatment Plant and then north-northwest to the southeast corner of the southeast boundary of the American Creosote DeRidder Superfund Site) and/or other individuals (e.g., former residents) who may have suffered bodily might assert a claim for personal injury (including medical monitoring), and/or property damage and might assert a claim for associated harms, including compensatory damages, medical monitoring, economic damages, and/or injunctive relief based on contamination alleged to emanate from the American Creosote DeRidder Superfund Site. See ECF No. ___ ¶¶__.

Bodily injuries associated with creosote exposure include problems breathing, irritation to the respiratory tract, skin irritation, cancer and other health effects identified by the U.S. Department of Health & Human Services, Centers for Disease Control and Prevention as potentially associated with creosote exposure. Additional information is available at the following website: <https://wwwn.cdc.gov/TSP/ToxProfiles/ToxProfiles.aspx?id=66&tid=18>. Property damage potentially associated with creosote exposure includes ground water, surface water, and/or soil contamination.

According to publicly available property records, as a current or former owner of property within the geographical boundaries depicted in Exhibit E to the Settlement Agreement, you are a member of the Settlement Class (a "Class Member").

What is this case about?

In the Action, Plaintiff alleges, on behalf of herself and the Settlement Class, that Settling Defendants (and/or their predecessors) (1) were negligent in their operation of the creosoting facility formerly located at the American Creosote Superfund Site and (2) are liable to the Class for punitive damages. Plaintiff seeks actual damages, injunctive relief, and statutory penalties.

Occidental and Anadarko, which are alleged to be successors to one of the entities that owned and operated the American Creosote DeRidder Superfund Site, deny all liability and are confident they have strong legal and factual defenses to these claims. Occidental and Anadarko contend that their conduct is and has been lawful at all times relevant, that they are not the successor to any entity that owned or operated the American Creosote DeRidder Superfund Site, and that Plaintiff's claims against Occidental and Anadarko do not have merit. However, Occidental and Anadarko recognize the risks, distractions, and costs associated with litigation.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Occidental and Anadarko, through their attorneys, and is not an admission of liability on the part of Occidental and Anadarko. Both sides agree that, in light of the risks and expenses associated with continued litigation against

Settling Defendants, this Settlement is fair, adequate, and reasonable, and helps the affected Plaintiffs pursue their claims against other potentially liable parties. Plaintiff also believes this Settlement is in the best interest of all Settlement Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Occidental and Anadarko's defenses.

Who are the attorneys representing the Parties?

The Court has granted preliminary approval of the Settlement and has appointed the lawyers bringing the Class Action to serve as "Class Counsel" to represent all Settlement Class Members affected by the Settlement. The attorneys representing the Settlement Class Members are:

Perry R. Sanders, Jr.
THE SANDERS LAW FIRM
31 N. Tejon, Suite 400
Colorado Springs, CO 80903
perry@perrysanders.com
Tel. 719.630.1556
Fax 719.630.7004

David L. Wallace
518 North Pine Street
Post Office Box 489
DeRidder, LA 70634
wnblawoffice@bellsouth.net
Tel. 337.462.0473
Fax 337.202.4070

Andrew K. Glenn
Glenn Agre Bergman & Fuentes LLP
1185 Avenue of the Americas, 22nd Floor
New York, NY 10001
aglenn@glennagre.com
Tel. 212 358-5600

What are the Settlement terms?

Subject to final Court approval, Occidental and Anadarko will pay into the attorney escrow account of Class Counsel \$3,500,000.00 (the "Settlement Amount"), to be used on behalf of Plaintiff, other clients of Class Counsel who are currently part of the proposed Settlement Class, and Settlement Class Members for hard costs ranging from copying costs, travel expenses, deposition costs, expert and consulting fees, gathering medical records, and other litigation costs, that are the clients' ultimate responsibility to pay associated with this Action to date and going forward. Plaintiff will continue to prosecute claims against potentially responsible parties both on her own behalf, and on behalf of putative class members in the Action whether as Class claims or individual claims as circumstances may dictate. But 100% of the Settlement money will be used to advance the causes of action on behalf of putative class members and Class Counsel will take ZERO fees from the settlement amount.

Payments to Settlement Class Members. In the event that settlement funds remain in the attorney escrow account after the Action has been resolved, that money will be distributed to Settlement Class Members by Class Counsel in a manner approved by the Court at a later date. There will be no reverter to Occidental and Anadarko of any sums remaining in the attorney escrow account after the Action has been resolved. In other words, no matter what happens, Occidental and Anadarko will not get any money back and Class Counsel will not take any fee from the Settlement Funds. All funds will go directly to the benefit of the putative (proposed) members of the Settlement Class either in the form of paying costs they are responsible for anyway, or in the form of a distribution if funds are left over at the end of litigation.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Enhancements, and Settlement Administration Costs. In addition to the Settlement Amount, Occidental and Anadarko will pay the reasonable costs to ensure proper due process is given to the Settlement Class. None of the Settlement Amount shall be used for attorneys' fees, and no attorney fee shall be taken out of the Settlement Amount by Class Counsel.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by the Settlement, Plaintiff and all Participating Class Members release Defendants Occidental and Anadarko, and each of their parents, subsidiaries, affiliates, and investors that the Settlement Class has alleged or might allege is a successor to Shreveport Creosoting Company, American Creosoting Company, and/or American Creosoting Corporation, the predecessors and successors thereof, and each officer, director, insurer, employee, agent, principal, investor, and attorney of each released corporation or entity, from any and all claims, actions, causes of action, offsets and liabilities, whether known or unknown, suspected or unsuspected, contingent or matured, which Plaintiff or any Class Member has had, now has or may in the future have arising out of or connected in any way with the contamination alleged to emanate from the American Creosote Superfund Site. Plaintiff specifically reserves any and all rights against any party that has been named in this litigation other than Occidental or Anadarko, and any company that may be affiliated and be a successor or predecessor of any other named defendant.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class; or (B) exclude yourself from the Settlement. If you choose option (A), remaining in the Settlement Class, you may also object to the Settlement, as explained below.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Settlement Class, **you do not need to take any action.** By remaining in the Settlement Class, you consent to the release of the Released Claims described above and will receive the full benefit of the Settlement Funds to prosecute your claims against any remaining defendants.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate, you may object to it by submitting a timely written notice of your objection. If you submit a written objection, the Notice of Objection must be filed with the Clerk of Court or mailed to the Notice Administrator postmarked ***no later than*** 30 days after mailing of Class Notice. In each case, the Objection must be served concurrently therewith upon Class Counsel and Defense Counsel, Duke K. McCall, III, Morgan, Lewis & Bockius LLP, 1111 Pennsylvania Ave., NW, Washington, DC 20004-2541.

If you choose to file a written Notice of Objection it must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal, factual and evidentiary support for the objection you believe applicable; (iv) the identity of all counsel representing you (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (vi) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; (vii) your signature and the signature of your duly authorized attorney or other duly authorized representative; (viii) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years; (ix) a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (x) any and all agreements that relate to the

objection or the process of objecting, whether written or verbal, between you or your counsel and any other person or entity. ***Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of the Released Claims set forth above, unless the Court does not grant Final Approval of the Settlement.***

OPTION B. Request to Opt Out of the Settlement. If you do not want to be part of the Settlement, you must submit a written “Opt-Out Request” to the Notice Administrator at [_____]. In order to be valid, your Opt-Out Request must include (i) the case name; (ii) your name and address; (iii) a statement that you want to be excluded from the Settlement Class; and (iv) your signature.

Your Opt-Out Request must then be ***signed by you*** and ***postmarked no later than*** 45 days after mailing of Class Notice. If you do not submit a signed Opt-Out Request on time (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold the Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate on [insert date], at [insert time], in Courtroom _ of the United States District Court for the Western District of Louisiana, 611 Broad St., Lake Charles, LA 70601. The Final Approval Hearing may be continued without further notice. You need not attend the Final Approval Hearing to be included in the Settlement.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a judgment will be mailed to all individuals on the Class List.

It is your responsibility to maintain your current address with the Notice Administrator, Marshall Simien, Jr. If you move, you should send a letter updating your address to [_____].

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Complaint and the Settlement Agreement and Release, which are publicly available online by accessing the Court’s docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.gov>. You may also request a copy of the Settlement Agreement from Class Counsel, at the addresses listed above.

OPT-OUT REQUEST

Rose L. Epperson v. Kerr McGee Chemical Corp., et al.,
Case No. 22C2:20-CV-00053-JDC (W.D. La.)

What is this form for?

Fill out and sign this form ONLY IF you want to be excluded from this class action settlement.

When must this be sent?

You must mail this so that it is postmarked no later than [Insert Date]. If you mail it so that it is postmarked after [Insert Date], then this exclusion will be deemed invalid and you will be bound to the terms of the settlement.

Where should this be mailed to?

Mail this completed form to [_____].

I WISH TO BE EXCLUDED FROM THE CLASS IN THE *EPPERSON V. KERR MCGEE* CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT BE BOUND BY NOR RECEIVE ANY BENEFIT FROM THE CLASS SETTLEMENT.

I confirm that [insert explanation of inclusion in settlement class]. I confirm that I received a notice of the proposed settlement in this action. I have decided to be excluded from the class and I have decided not to participate in the proposed settlement. I will/have sought the advice of counsel with respect to the applicable statute of limitations.

Name: _____

Address: _____

Signature _____ Date: _____

NOTICE OF OBJECTION TO CLASS ACTION SETTLEMENT

Rose L. Epperson v. Kerr McGee Chemical Corp., et al.,
Case No. 22C2:20-CV-00053-JDC (W.D. La.)

What is this form for?

If you believe the proposed Settlement is not fair, reasonable, or adequate, you may object to it by filling out this form. You are not excluding yourself from the settlement by submitting this form.

When must this be sent?

You must mail this so that it is postmarked no later than [Insert Date].

Where should this be mailed to?

Mail this completed form to [_____].

Please state: (1) your full name, address, telephone number, and e-mail address (if any); (2) information identifying yourself as a Settlement Class Member; (3) the basis for any objection; (4) whether you intend to personally appear and/or testify at the Final Approval Hearing; (5) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (viii) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years.

Name: _____

Address: _____

Telephone: _____

Email: _____

Signature: _____ Date: _____

If you are represented by counsel for purposes of objecting, please provide: (1) the name and address of your counsel; (2) a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years;

and (3) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between you or your counsel for purposes of this objection and any other person or entity.

Name of Counsel: _____

Address: _____

Counsel Signature: _____ Date: _____

EXHIBIT B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

ROSE L. EPPERSON,

Plaintiff,

v.

Civil Action No. 2:20-CV-00053

KERR MCGEE CHEMICAL CORP, et al.,

Judge James D. Cain, Jr.

Defendants.

[PROPOSED] PRELIMINARY APPROVAL OF SETTLEMENT

Upon consideration of the Motion for Preliminary Approval of Settlement with Occidental and Anadarko (the “Motion”), and the supporting materials filed by the Parties, including the Settlement Agreement and Release and Notice of Proposed Class Action Settlement, it is ordered that the Motion is **GRANTED**.

Having reviewed the Motion and supporting materials, the Court further makes the following findings and rulings:

I. DEFINITIONS

This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement.

II. NO DETERMINATION OF WRONGDOING

The Settlement Agreement, Motion, this Preliminary Approval Order, the fact of a settlement, or any related negotiations, statements, or proceedings shall not be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession by Defendants Occidental Petroleum Corporation (“Occidental”), Anadarko Petroleum Corporation

(“Anadarko”), or the Released Persons of any liability or wrongdoing whatsoever. This Order is not a finding of the merits, validity, or accuracy of any of the allegations, claims, or defenses in the Action, and by entering this Order, the Court does not make any determination as to the merits of the case.

In no event shall this Order, the Settlement Agreement, the fact that a settlement was reached and filed, or any of the Settlement Agreement’s provisions, negotiations, statements, or proceedings be introduced, used, offered, or admissible in any way in the Action, in any other action, or in any other judicial, administrative, investigative, arbitral, or other proceeding as evidence of wrongdoing or violation of any federal, state, or local statute, regulation, or principle of common law or equity or in support of class or collective treatment or class certification, by any person or entity.

Notwithstanding the foregoing, the Settling Parties may use the Settlement Agreement in a proceeding in the Court to enforce or implement any provision of the Settlement, and the Released Persons may use, offer, admit, or refer to the Settlement Agreement and to the settlement reached therein where necessary to defend themselves in any other action, or in any judicial, administrative, investigatory, arbitral, regulatory, or other proceeding.

III. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

The Court finds that the proposed Settlement Class, solely for purposes of this preliminary approval of the proposed settlement and for no other purpose, meets the requirements of Federal Rule of Civil Procedure 23. Accordingly, for purposes of settlement only, and pursuant to Federal Rule of Civil Procedure 23, the Court conditionally certifies a Settlement Class composed of:

All residents, homeowners, and landowners within the geographical boundaries depicted in Exhibit E to the Settlement Agreement (i.e., residents, homeowners, and landowners within the estimated boundaries of the floodplain and subsurface aquifer that extends from northeast corner of the southeast of boundary of the American Creosote DeRidder

Superfund Site to the northeast along the railroad right of way to Louise Street, then south to Rock Street, east to Ronald Regan Highway (U.S. Hwy 190), southeast on Ronald Regan Highway to Carr de Louisiana 26, southeast along Carr de Louisiana 26, then south down Townsley Road, then southwest from the intersection of Townsley Road and Scallon Road to State Route 394, to the west-northwest along State Route 394 to Bobby Stracener Road, before continuing west to Ronald Regan Highway, and then north-northwest to Ball Road, west along Ball Road to immediately before the DeRidder Wastewater Treatment Plant and then north-northwest to the southeast corner of the southeast boundary of the American Creosote DeRidder Superfund Site) and/or other individuals (e.g., former residents) who may have suffered bodily injury might assert a claim for personal injury (including medical monitoring), and/or property damage and might assert a claim for associated harms, including compensatory damages, medical monitoring, economic damages, and/or injunctive relief based on contamination alleged to emanate from the American Creosote DeRidder Superfund Site. The Settlement Class does not include (i) federal, state, and/or local government agencies; or (ii) any judge, clerk, or officer of the Court, their spouses, and persons within the third degree of relationship to either of them or the spouses of such persons.

IV. APPOINTMENT OF SETTLEMENT CLASS REPRESENTATIVE AND CLASS COUNSEL

For the purposes of settlement only, the Court finds that Plaintiff is an adequate representative of the Class and appoints Rose L. Epperson as Settlement Class Representative.

In addition, and also for the purposes of settlement only, the Court appoints Perry R. Sanders, Jr. (The Sanders Law Firm), David L. Wallace (Attorney at Law), and Andrew K. Glenn (Glenn, Agre, Bergman & Fuentes LLP) as Class Counsel.

V. EFFECT OF TERMINATION OF SETTLEMENT AGREEMENT OR NON-OCCURRENCE OF THE FINAL SETTLEMENT DATE

The conditional certification of the Settlement Class and appointment of the Settlement Class Representative and Class Counsel are solely for the purposes of effectuating the Settlement. In the event that (i) the Settlement Agreement is not approved in its entirety by the Court, excluding Court-ordered modifications that the Settling Parties determine in their reasonable and good-faith judgment not to be material modifications; (ii) the Settlement Agreement is terminated, cancelled, declared void, or fails to become effective in accordance with its terms; or (iii) judgment does not become a final judgment, the foregoing conditional certification of the Settlement Class and

appointment of a Settlement Class Representative and Class Counsel shall be void and this Order shall be treated as vacated, *nunc pro tunc*. In such events, the Settlement Agreement shall also be deemed null and void, and the Parties to the Settlement shall be returned to the status each occupied before execution of the Settlement Agreement and entry of this Order without prejudice to any procedural or substantive claims, objections, rights, defenses, legal arguments, or legal positions, including but not limited to, claims or objections to class certification and claims and defenses on the merits.

VI. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

The Court has reviewed the terms of the Settlement Agreement, Motion, and supporting materials. Based on the Court's review of those papers, the Court concludes that the Settlement Agreement is fair, reasonable, and adequate; the result of extensive, arms-length negotiations between experienced Counsel and Parties; and within the range of preliminary settlement approval such that notice to the Settlement Class is appropriate.

The Settlement Agreement is therefore **PRELIMINARILY APPROVED**. Final approval and entry of the Settlement Agreement is subject to the hearing of any objections of Settlement Class Members to the Settlement Agreement.

VII. APPOINTMENT OF NOTICE ADMINISTRATOR

The Court appoints as Notice Administrator Marshall Simien, Jr., a third-party administrator selected by Class Counsel and agreed to by Defense Counsel, to oversee the dissemination of the Class Notice to the Settlement Class Members pursuant to the duties and responsibilities set forth in the Settlement Agreement.

VIII. APPROVAL OF THE FORM AND MANNER OF DISTRIBUTING CLASS NOTICE

The Court approves the substance and form of the attached Notice as reasonable, and adopts and incorporates them herein. The Court also approves the proposed plan for distributing the Notice, which the Court finds is a reasonable method calculated to reach all potential Settlement Class Members.

The Notice fairly, plainly, accurately, and reasonably informs Settlement Class Members of appropriate information about: (i) the nature of this Action, the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement Agreement; (ii) how to participate in the Settlement; (iii) how to exclude oneself, or opt-out, of the Settlement, if desired; (iv) how to challenge or object to the Settlement, if desired; (v) how Members' rights are affected whether they act or do not act; (vi) this Court's procedures for final approval of the Settlement; and (vii) Settlement Class Members' right to appear if they wish to do so.

The Court finds and concludes that the proposed plan for distributing the Notice will provide the best notice practicable and complies with all legal requirements, including, but not limited to, the Class Action Fairness Act and Due Process Clause of the United States Constitution.

Accordingly, the Court hereby **ORDERS** as follows:

1. The form of the Notice is approved;
2. The manner of distributing the Notice is approved;
3. Immediately upon entry of this Order, Class Counsel shall provide the Notice Administrator the names, property addresses, and mailing addresses (if available) for each Settlement Class Member;

4. After receipt of the Settlement Class Members' information from Class Counsel, the Notice Administrator will perform a search and update using the National Change of Address Database to correct any known or identifiable address changes for Settlement Class Members;

5. Promptly following the entry of this Order, the Notice Administrator shall prepare final versions of the Notice, incorporating into them the relevant dates and deadlines set forth in this Order;

6. No later than ten (10) days after entry of this Order, the Notice Administrator shall cause a copy of the Notice, containing information instructing Settlement Class Members of their right to object or opt out of the Agreement, to be distributed, as approved by this Court, by first class United States mail to the Settlement Class Members;

7. No later than the mailing of Direct Notice, the Notice Administrator shall arrange for publication of notice of the proposed Settlement Agreement in both local and national publications; and

8. The Notice Administrator shall take all other actions in furtherance of effectuating proper notice of the Class as specified in the Settlement Agreement.

IX. PARTICIPATION IN THE SETTLEMENT

The Notice accurately sets forth the procedures Settlement Class Members must follow to participate in the Settlement Agreement. If at the Final Approval Hearing, this Court grants Final Approval to the Settlement, Plaintiff and each individual Settlement Class Member who does not timely opt-out or request exclusion from the Settlement will release claims, as set forth in the Settlement Agreement by operation of this Court's entry of the Judgement and Final Approval.

X. REQUESTS TO OPT OUT OR FOR EXCLUSION FROM THE SETTLEMENT

The Notice accurately sets forth the procedures Settlement Class Members must follow to opt out or exclude themselves from the Settlement. Any Opt-Out Request must follow the procedures in the Settlement Agreement and Notice and be postmarked on or before forty-five (45) days after the Notice is mailed to Settlement Class Members. The Notice Administrator will provide the Settling Parties with copies of all Opt-out Statements as soon as they are received by the Notice Administrator. The final list will be submitted by Class Counsel, with redaction on any personal identifying information, along with the declaration of the Notice Administrator, as an exhibit to the Final Approval Motion.

XI. OBJECTIONS TO THE SETTLEMENT

The Notice accurately sets forth the procedures Settlement Class Members must follow to comment on or object to the terms of the Settlement Agreement. Any comment or objection must follow the procedures in the Settlement Agreement and Notice and must be received by the Notice Administrator by _____ [*a date certain thirty (30) days after the Notice Administrator mails a Notice to such Settlement Class Member*]. The Notice Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Defense Counsel as soon as they are received. The final list will be submitted by Class Counsel, with redaction on any personal identifying information, along with the declaration of the Notice Administrator attached to the Final Approval Motion.

Any attorney representing any objecting Settlement Class Member, at the Settlement Class Member's expense, shall file a notice of appearance.

XII. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT

1. Motion for Final Approval. The deadline for Class Counsel to file a Motion for Final Approval of Class Action Settlement and to address any objections to the Settlement Agreement is _____ [*a date set by the Court*].

2. Final Approval Hearing. A hearing shall be held at _____ in Courtroom __, at _____ a.m./p.m. on _____, __, 202_ [*a date and time set by the Court at least 90 days after service of required notice under 28 U.S.C. § 1715*], to consider the Motion for Final Approval of Class Action Settlement. The procedures for Settlement Class Members to comment on and/or object to the Settlement Agreement and to appear at the Final Approval Hearing are set forth in the Notice. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement. The Court may approve the Settlement, with such modification as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

XIII. CONFIDENTIALITY

The Court enjoins disclosure to third parties of the documents and information discussed or exchanged during the Parties' confidential settlement negotiations.

SO ORDERED this _____ day of _____ 2023.

The Honorable Judge James D. Cain, Jr.
United States District Judge

EXHIBIT C

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

ROSE L. EPPERSON,

Plaintiff,

v.

Civil Action No. 2:20-CV-00053

KERR MCGEE CHEMICAL CORP, et al.,

Judge James D. Cain, Jr.

Defendants.

[PROPOSED] FINAL ORDER OF APPROVAL OF SETTLEMENT

Upon consideration of Plaintiff Rose L. Epperson’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement with Defendants Occidental Petroleum Corporation (“Occidental”) and Anadarko Petroleum Corporation (“Anadarko”), ECF No. __ (the “Motion”), the materials submitted for and against, and the arguments presented during the Final Approval Hearing on _____, 202_, it is ordered that the Motion is **GRANTED**.

The Court has heard from counsel, reviewed the completed briefing and record, and is fully informed. In particular, and as further described below, in ruling on the above-described motion, the Court has considered: (i) whether the class representatives and class counsel have adequately represented the class; (ii) whether the proposed Settlement Agreement was negotiated at arm’s length; and (iii) whether the relief provided to the Settlement Class is adequate.

Based thereon, the Court makes the following findings and rulings:

I. DEFINITIONS

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement.

II. JURISDICTION

2. This Court has jurisdiction over the subject matter of the Action and over the Settling Parties, including all members of the Settlement Class as defined below. Venue is proper.

III. NOTICE

3. On _____, 2023, the Court entered an order (“Preliminary Approval Order”) preliminarily approving the proposed Settlement Agreement. *See* ECF No. ___.

4. On or before _____, 2023, the Notice Administrator duly mailed to Class Members the Notice approved in the Preliminary Approval Order. The Notice reasonably informed Class Members of the essential features of this Action, the proposed Settlement, the Final Approval Hearing, and their rights with respect thereto.

5. On or before _____, 2023, the Notice Administrator also arranged for publication of notice of the proposed Settlement Agreement in both local and national publications, providing information about the essential features of this Action, the proposed Settlement, and the Final Approval Hearing.

6. The method of service of class notice to Class Members through publication and by regular mail at last-known addresses, as updated through the National Change of Address database or equivalent system, was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the Action and the proposed settlement to Class Members.

7. The class notice and the manner of its service satisfied the requirements of the Due Process Clause of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws.

8. Plaintiff and the Notice Administrator have complied with all other requirements of the Preliminary Approval Order.

IV. CLASS CERTIFICATION

9. The Court finds, solely for purposes of judgment on the proposed Settlement, that the proposed Settlement Class satisfies the requirements of Rule 23 for certification as a Rule 23(b) class. Specifically, the Court finds that:

- a. The Settlement Class is so numerous that joinder of all members of the Settlement Class is impracticable;
- b. There are questions of law and fact that are common to the Settlement Class which predominate over any questions affecting only individual members;
- c. The claims of the Plaintiff are typical of the claims of the proposed Settlement Class;
- d. Plaintiff has fairly and adequately protected the interests of the Settlement Class and will continue to do so; and
- e. A class action solely for settlement purposes is superior to other available methods for fairly and efficiently adjudicating this controversy.

10. The Court therefore certifies the following class, for purposes of judgment on the proposed Settlement, pursuant to Fed. R. Civ. P. 23(b)(3):

All residents, homeowners, and landowners within the geographical boundaries depicted in Exhibit E to the Settlement Agreement (i.e., residents, homeowners, and landowners within the estimated boundaries of the floodplain and subsurface aquifer that extends from northeast corner of the southeast of boundary of the American Creosote DeRidder Superfund Site to the northeast along the railroad right of way to Louise Street, then south to Rock Street, east to Ronald Regan Highway (U.S. Hwy 190), southeast on Ronald Regan Highway to Carr de Louisiana 26, southeast along Carr de Louisiana 26, then south down Townsley Road, then southwest from the intersection of Townsley Road and Scallon Road to State Route 394, to the west-northwest along State Route 394 to Bobby Stracener Road, before continuing west to Ronald Regan Highway, and then north-northwest to Ball Road, west along Ball Road to immediately before the DeRidder Wastewater Treatment Plant and then north-northwest to the southeast corner of the southeast boundary of the American Creosote DeRidder Superfund Site) and/or other individuals (e.g., former residents) who may have suffered bodily might assert a claim for personal injury (including medical monitoring), and/or property damage and might assert a claim for associated harms, including compensatory damages, medical monitoring, economic damages, and/or

injunctive relief based on contamination alleged to emanate from the American Creosote DeRidder Superfund Site.

The Settlement Class does not include (i) federal, state, and/or local government agencies; or (ii) any judge, clerk, or officer of the Court, their spouses, and persons within the third degree of relationship to either of them or the spouses of such persons.

V. CLASS COUNSEL

11. Having considered each of the factors set forth in Fed. R. Civ. P. 23(g)(1), and as further described below, the Court appoints the following attorneys and their firms as Class Counsel, and finds that they are competent and capable of exercising the responsibilities of Class Counsel: Perry R. Sanders, Jr. (The Sanders Law Firm), David L. Wallace (Attorney at Law), and Andrew K. Glenn (Glenn, Agre, Bergman & Fuentes LLP).

VI. FAIRNESS OF SETTLEMENT

12. Given the risks, delays, and costs of litigating the case through final judgment and a likely appeal, the amount to be paid in settlement of Settlement Class Members' claims is reasonable and adequate. The terms of the Settlement Agreement and Release are, in all respects, fair, adequate, and reasonable and in the best interests of the Settlement Class.

13. The Settlement was reached through extensive arms-length, adversary bargaining between the parties. There has been no collusion between the parties in reaching the Settlement.

14. The parties reached their proposed settlement after years of litigation. Before entering into the settlement, the parties engaged in sufficient investigation and discovery regarding the Settlement Class's claims so that counsel could act knowledgeably in negotiating the settlement and the Court could appropriately weigh its fairness.

15. Objections, if any, have been duly considered and rejected by the Court. The Court's role is not to determine whether other terms of Settlement might be preferable but whether

those which the parties reached are fair and reasonable and in the Class's best interests, and it has so found.

16. At all times, including during litigation of the Action, negotiation of the Settlement Agreement, and presentation of the Settlement to the Court, the Settlement Class has been adequately represented by Class Counsel who are competent counsel experienced in litigating class actions. Class Counsel have recommended to the Court that the proposed settlement be approved. Class Counsel have exercised skill and experience in representing the Settlement Class and have adequately represented and protected the interests of the Class in the Action.

ACCORDINGLY, IT IS HEREBY ORDERED:

17. Plaintiff's Motion for Final Approval of the Settlement Agreement is **GRANTED**. The Settlement Agreement is hereby finally approved as being, in all respects, fair, reasonable, adequate and in the best interest of Settlement Class Members.

18. All persons who have not made their objections to the Settlement Agreement in the manner provided in that agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

19. This Final Approval Order, the Settlement Agreement, the settlement which it reflects, and any and all acts, statements, documents or proceedings relating to the settlement are not, and shall not be construed as, or used as an admission by or against any Settling Party or Released Person of any fault, wrongdoing, or liability on their part or of the existence or amount of any damages.

20. Finding no just reason for delay, the Court will enter final judgment dismissing the claims of all Settlement Class Members against Occidental and Anadarko in this Action with prejudice, binding each Settlement Class Member who did not opt out to the terms of the

Settlement Agreement, in particular the Releases in section 12 of that agreement. The Releases in Section 12 of the Settlement Agreement are hereby effective as of the Final Settlement Date.

21. This final judgment will act to permanently bar and enjoin Plaintiff and all Settlement Class Members who have not opted out of the Agreement, from:

- a. filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto;
- b. organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

22. By operation of the entry of the final judgment, Plaintiff and all Settlement Class Members who have not opted out of the Agreement shall be deemed to have forever released, relinquished, and discharged Occidental, Anadarko, and the Released Persons from any and all Released Claims.

23. Without affecting the finality of the judgment for purposes of appeal, this Court will retain jurisdiction over the implementation of the Settlement Agreement, including relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Order of Approval.

DATED this ____ day of _____, 202_.

The Honorable Judge James D. Cain, Jr.
United States District Judge

EXHIBIT D

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

ROSE L. EPPERSON,

Plaintiff,

v.

Civil Action No. 2:20-CV-00053-JDC
Judge James D. Cain, Jr.

KERR MCGEE CHEMICAL CORP, et al.,

Defendants.

**[PROPOSED] FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE
AS TO OCCIDENTAL PETROLEUM CORPORATION
AND ANADARKO PETROLEUM CORPORATION**

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that final judgment is ENTERED in accordance with the terms of the Settlement Agreement and Release (ECF No. ____ Ex. __) (the “Settlement Agreement”) and the Order Granting Plaintiffs’ Motion for Final Settlement Approval. Terms and phrases in this Judgment will have the same meaning as in the Settlement Agreement.

The Court has personal jurisdiction over Plaintiffs and the Settlement Class and subject matter jurisdiction to approve the Settlement Agreement. Final approval of the Amended Settlement Agreement was granted.

The Court dismisses on the merits and with prejudice this Action against Defendants Occidental Petroleum Corporation and Anadarko Petroleum Corporation, including the claims of Plaintiff and the claims of the Settlement Class, with each party to bear its own costs and attorneys’ fees, except as provided in the Settlement Agreement.

[Those persons and entities identified in the list attached hereto as Exhibit A are excluded from the Settlement Class. Such persons and entities are not included in or bound by this Judgment.

Such persons and entities are not entitled to any recovery of the settlement proceeds obtained in connection with the Settlement Agreement.]

Upon the Final Settlement Date, the Released Parties shall be discharged and released from the claims released pursuant to the terms of the Settlement Agreement. The Settlement Agreement is binding on, and will have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and the releasing parties with respect to the claims released by the Settlement Agreement. As of the Final Settlement Date, Plaintiff and Settlement Class Members shall be permanently barred and enjoined from instituting, commencing, prosecuting, or asserting any claim released pursuant to the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATED this ____ day of _____, 202_.


The Honorable Judge James D. Cain, Jr.
United States District Judge

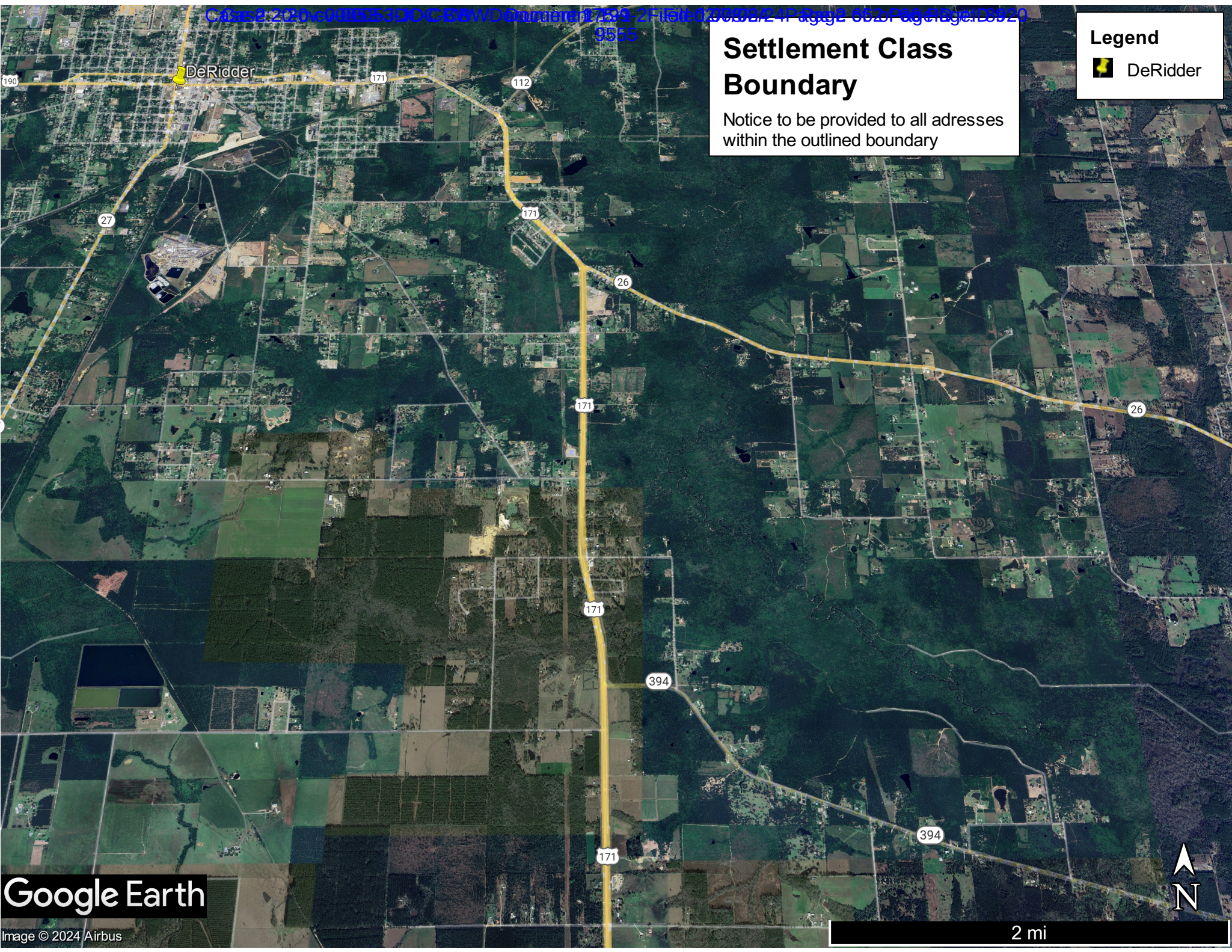
EXHIBIT E

Settlement Class Boundary

Notice to be provided to all addresses
within the outlined boundary

Legend

 DeRidder



Google Earth



2 mi