

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

JEANA PARKO, ET AL.,

Plaintiff,

v.

SHELL OIL COMPANY, ET AL.

Defendants.

Case No. 3:12-cv-00336-NJR-PMF

**IF YOU OWN OR OWNED PROPERTY
OR OCCUPY OR OCCUPIED PROPERTY LOCATED
WITHIN THE BOUNDARIES OF THE MAP ON PAGE 3 OF THIS NOTICE
BETWEEN JANUARY 1, 1986 AND TODAY, YOU MAY HAVE A CLAIM TO RECEIVE BENEFITS IN
PROPOSED CLASS ACTION SETTLEMENTS**

**IF YOU WISH TO PARTICIPATE IN THE PROPOSED SETTLEMENTS YOU MUST SUBMIT THE
ATTACHED CLAIM FORM
NO LATER THAN OCTOBER 16, 2017**

YOU MAY BE ENTITLED TO A MONEY PAYMENT

**IF YOU DO NOT COMPLETE AND SUBMIT THE ATTACHED CLAIM FORM YOU WILL NOT
RECEIVE ANY COMPENSATION UNDER THE PROPOSED SETTLEMENTS**

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS. THIS NOTICE IS SENT TO YOU BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF ILLINOIS TO INFORM YOU THAT YOU MAY BE ELIGIBLE TO RECEIVE SETTLEMENT BENEFITS FROM THE PROPOSED SETTLEMENTS OF A CLASS ACTION LAWSUIT AGAINST DEFENDANTS SHELL OIL COMPANY AND EQUILON ENTERPRISES, LLC (THE "SHELL DEFENDANTS") AND CONOCOPHILLIPS COMPANY, WRB REFINING LP, CONOCOPHILLIPS WRB PARTNER LLC, AND CENOVUS GPCO LLC (THE "CONOCOPHILLIPS DEFENDANTS").

If the proposed Class Settlements receive final approval from the Court, you may be entitled to receive a money payment from the Shell Defendants and the ConocoPhillips Defendants if you meet the eligibility criteria and you submit the attached Claim Form with the required documentation by no later than October 16, 2017. If the Claim Form is not postmarked or electronically submitted by October 16, 2017, the Court will dismiss your individual claim for benefits, and you will not be entitled to any monetary recovery received under this Class Action or any other action against the Shell Defendants or the ConocoPhillips Defendants relating to these Claims. Failure to act will result in the loss of your legal rights for a money payment.

If you do not want to be part of the Settlements with the Shell Defendants or the ConocoPhillips Defendants, **YOU MUST TAKE THE STEPS DESCRIBED IN THIS NOTICE BY OCTOBER 16, 2017**, to exclude yourself ("opt out"). If you choose to opt out, you will not receive money payment for claim benefits and will not be bound by the Settlements. If you do not exclude yourself from the Settlements, you will be bound by all terms of the proposed Settlements if they are approved, even if you do not submit a Claim Form.

This is not a lawsuit against you. Your participation in these Settlements will not cause you to owe any out-of-pocket attorneys' fees, and you will not be required to incur any out-of-pocket costs, except for any incidental costs or expenses that you may incur in submitting the Claim Form and the required supporting documentation. Attorneys' fees and expenses associated with this Class Action will be automatically deducted from your monetary award. You will be responsible for any taxes that may be due on your settlement award.

GENERAL INFORMATION ABOUT THE SETTLEMENTS

Why Did I Receive this Notice?

You have received this Notice and the attached Claim Form because you may have owned or occupied property in the Settlement Area on or after January 1, 1986, and thus have been identified as a potential Member of a Settlement Class in a class action lawsuit entitled *Jeana Parko, et al. v. Shell Oil Company, et al.*, Case No. 3:12-cv-00336-NJR-PMF, which

is pending in the United States District Court for the Southern District of Illinois. You may be eligible for Settlement benefits if you own or owned property or occupy or occupied property in the Settlement Class Area, defined below, within the Settlement Time Period, also defined below. Only Members of the Settlement Class that submit a Claim Form and the required supporting documentation by October 16, 2017, are eligible to receive monetary benefits from the proposed Settlements.

What Is the Lawsuit About?

The Representative Plaintiff, Jeana Parko, brought a lawsuit against the Shell Defendants and the ConocoPhillips Defendants in April 2012 as a proposed class action on behalf of persons who owned property or lived in the Village of Roxana, Illinois, near the Wood River Refinery (the "Facility"), who claim to have suffered damages as a result of alleged soil and groundwater contamination allegedly caused by releases from the Facility. All Defendants deny Plaintiff's allegations in the Complaint and further deny that they are liable to Plaintiff or to any Member of the Settlement Class based on the claims asserted in the Complaint. Plaintiff and Defendants have concluded, however, that the proposed Settlements are in the best interest of Plaintiff, the Members of the Settlement Class and all Defendants because of the uncertainty, expense, risk, and delays of litigation. The Shell Defendants and the ConocoPhillips Defendants reached separate agreements with the Plaintiff. The Court has given preliminary approval to both Settlements.

How Can I Tell if I Am a Member of the Settlement Class Eligible to Receive a Money Payment?

You are a Member of the Settlement Class if you own or owned or occupy or occupied real property in the Village of Roxana, Illinois, within the geographical area generally referred to as the Illinois Environmental Protection Agency ("IEPA") Study Area (the "Study Area"), between January 1, 1986 to the date of this notice.

Specifically, the **Settlement Class Area** is defined as follows:

- (1) Those privately-owned real property parcels located in the portion of Roxana, Illinois referred to by the IEPA as the "Study Area," which is defined, for purposes of these settlements, to be the area enclosed by, and commencing at, the southwest corner of South Central Avenue (the "Beginning Point"), extending north along the east side of South Central Avenue to the south side of the alley between First Street and East Tydeman Avenue, then extending east along the south side of the alley to South Chaffer Avenue, then extending south to a point due east of the Beginning Point, then extending west to the Beginning Point, as shown in this map:



- (2) All properties owned, operated or under the control of the Shell Defendants, the ConocoPhillips Defendants, any co-defendants in the class action case or related litigation, the Village of Roxana, Plaintiffs' counsel, and the Court are specifically excluded.

The **Settlement Time Period** is defined as the period of time between January 1, 1986, to the date of this Notice.

SETTLEMENT BENEFITS

What Do Class Members Receive if the Settlements Are Approved?

MONEY PAYMENTS: The Defendants are paying a total of \$4,830,000.00 to settle the claims of the Class Members. Individuals who own or owned or occupy or occupied real property in the Settlement Class Area during the Settlement Time Period and who submit timely and valid Claim Forms with all required supporting documentation will receive monetary relief based on a number of factors, including, but not limited to: the period and length of occupancy on the property; the period and length of ownership of the property; the type of property (residential, commercial, other); if residential, the assessed value of the property; where the property is located with respect to groundwater conditions presented in a Groundwater Contour Plume figure submitted to IEPA in April 2012 reflecting groundwater monitoring completed during the first quarter of 2012 (the “2012 Map”); and whether the ownership or occupancy of the member of the Settlement Class ended before March 2007. The total amount of each Claimant’s money payment has not yet been determined. The actual amount you receive will depend on the factors noted above, as well as on the total number of eligible Class Members who submit valid Claim Forms.

Properties located outside the Settlement Class Area as defined above and as shown in the Settlement Class Area map are not included in the Settlements. The Parties have agreed, and the Court has ruled, that the groundwater studies and investigations conducted in the area do not provide a basis for including any property outside the Study Area in the Settlement Class Area. Members of the Settlement Class who qualify for membership in the Settlement Class based solely on occupancy (but who did not own a property in the Settlement Class Area) will not be entitled to any compensation for any period of time they lived outside the Settlement Class Area.

RIGHTS OF MEMBERS OF THE SETTLEMENT CLASS

What Rights and Options Do I Have as a Member of the Settlement Class?

If you are a Member of the Settlement Class, you have the following options:

1. You May Participate in the Settlement and Receive Benefits: If you are a Member of the Settlement Class, and if you wish to receive a monetary payment, you must complete and return the attached Claim Form, along with the required supporting documentation relating to each property and/or parcel as to which you are asserting a claim, **to the address listed on the Claim Form, or submit them electronically at www.RoxanaClassSettlement.com**. Examples of documents you may submit in support of your claim include documents which show your name, address and claimed dates of ownership and/or residence, including but not limited to deeds; mortgage papers; leases; driver’s licenses; utility bills; insurance policies; pay stubs; or income, property or other tax forms. If the Settlements receive final approval from the Court, and if you have properly and timely completed and submitted a qualifying Claim Form and the required supporting documentation postmarked or electronically submitted by October 16, 2017, you will receive written confirmation that your claim has been approved and the amount of your monetary payment. If the Member of the Settlement Class is a minor or protected person under Illinois law, or is deceased and died after the Class Action was filed on April 16, 2012, the minor’s parent, a duly appointed guardian ad litem or executor, executrix, administrator or administratrix may complete the Claim Form for the minor, protected person or deceased person.

If you remain a Member of the Settlement Class your interests will be represented by Class Counsel without additional out-of-pocket cost to you. The attorneys’ fees and costs will be automatically deducted from your settlement award. You will be bound by all orders and judgments entered by the Court, whether favorable or unfavorable to the Settlement Class, but you will have the right to support or oppose the Settlements at the Final Approval Hearing.

2. You May Object to the Settlements: If you disagree with any portion of the Settlements, you may remain a Member of the Settlement Class and formally object to the Settlements. You may not object to any term of the Settlements if you exclude yourself (opt out) from the Settlement Class (*see* Option #3, below). If you decide to remain a Member of the Settlement Class and formally object, you will be bound by all orders and judgments entered by the Court, including those relating to the Settlements, and will not be permitted to later exclude yourself from the Settlements even if the Court disagrees with your objection. Instructions for lodging a formal objection are set forth on pages 11-12 of this Notice. Your written objection must be postmarked or electronically submitted by October 16, 2017, or it will not be considered by the Court.

3. You May Exclude Yourself from the Settlements: If you do not wish to participate in the proposed Settlements providing for monetary relief, you have the right to exclude yourself (“opt out”). Your Request for Exclusion must be postmarked or electronically submitted by October 16, 2017. If you exclude yourself, you will not receive any monetary benefit available under the proposed Settlements and you will not be bound by any orders or judgments entered by the Court. **You are not required to opt out from the Settlements to refuse or forego any money payment to which you may be entitled under the**

Settlements. If you do not timely submit a Claim Form, you will remain a Member of the Settlement Class but you will not receive any money payment in the Settlements.

4. You May Remain a Member of the Settlement Class and Not Submit a Claim: If you are a member of the Settlement Class and do nothing – meaning that you do not submit a Claim Form and you do not submit a request to be excluded – you will receive no Settlement Payment, but you will be bound by any final judgment approving the proposed Settlements.

What Happens if I Submit a Claim Form? (Option # 1, above)

If you submit a Claim Form, the Shell Defendants and the ConocoPhillips Defendants have the right to verify the validity and accuracy of your Claim Form and the document(s) you provide in support of your claim. If your Claim Form is considered valid and supported by sufficient documentation, you will receive a written notification that your claim has been approved. You will be later notified of the amount of your monetary award.

If your Claim Form and/or supporting documents are found to be invalid or insufficient, you will receive notification in writing within fifteen (15) days after your Claim Form was received. You will then have fifteen (15) days to cure the deficiencies in your claim. If your claim is denied after you attempt to cure the deficiencies, you will have the right to appeal the denial to a Neutral Arbitrator appointed by the Court. The decision of the Neutral Arbitrator will be final.

How Do I Exclude Myself from the Settlement Class? (Option # 3, above)

To exclude yourself from the Settlement Class, you must prepare a written Request for Exclusion stating:

“I request to be excluded from the Settlement Class. I understand that this exclusion means that I will not receive any monetary benefits available under the proposed Settlements and that I will not be bound by Court Orders applicable to the Settlement Class.”

Your Request for Exclusion must contain your name, current address, and address (es) in the Settlement Class Area during the Settlement Time Period (if different from your current address), and the dates you owned and/or lived on each such property. It must be signed and dated by you. Your Request for Exclusion must be filed with the Court in an individual capacity, not by anyone on your behalf (although a Request for Exclusion for a minor, protected person or deceased person as defined above may be filed by the minor’s parent, a duly appointed guardian ad litem or executor, executrix, administrator or administratrix). You must also mail your Request for Exclusion to the Claims Administrator at the address below, postmarked by no later than **October 16, 2017**. Mail your Request for Exclusion to:

**Parko Litigation Class Settlement
c/o Rust Consulting, Inc.
PO Box 2570
Faribault, MN 55021-9570**

Alternatively, you can submit your Request for Exclusion to the Claims Administrator by submitting it electronically at www.RoxanaClassSettlement.com. **Failure to comply with any of these requirements may result in your opt-out notice being declared invalid.** If you exclude yourself from the Settlement Class, you will not be bound by any final judgment as to the Settlement Class, and you will not be entitled to receive a money payment or other benefits of the Settlements.

Release of All Claims Against Defendants

The Court has given preliminary approval to the Shell and ConocoPhillips Settlements. If the Court gives Final Approval to the Settlements, the Court will enter a judgment dismissing all Defendants with prejudice and releasing and forever discharging them from all manner of Claims from all Members of the Settlement Class who have not timely excluded themselves from the Settlement Class, whether or not they object to the Settlements and whether or not they have submitted a Claim Form. Included in the Settlement Agreements is something called a “Release of Claims.” The Release paragraphs in each of the Settlement Agreements describe exactly the legal claims you give up if you stay in the Settlement Class. You must carefully read the Release of Claims in the Shell Settlement Agreement and in the ConocoPhillips Settlement Agreement so you understand what you give up in exchange for remaining a Member of the Settlement Class. You may speak to Class Counsel about these Settlements before the exclusion deadline in this case. You may also speak to your attorney, if you are already represented, or to an attorney of your choice, at your own expense.

The Release of Claims, included in the Settlement Agreements, provides that Members of the Settlement Class will release the Released Parties “from any and all claims, demands, actions, complaints, and causes of action connected in any way to the subject of the Actions, whether known or unknown, which the Plaintiffs ever had, now have, or may have in the future, regardless of whether such claims were actually asserted, which directly or indirectly arise from”:

As to the Shell Defendants:

- a. Shell's operations; or
- b. The past, present and future environmental condition of the Wood River Refinery, the IEPA Study Area and surrounding areas, and/or Plaintiffs' properties; or
- c. Shell's past, present, and future remediation and site closure activities at these areas conducted in order to satisfy the requirements of Shell's RCRA permit and/or to satisfy the regulations and requirements of IEPA; or
- d. Activities related to, associated with, or in any way connected to the Actions and the facts and circumstances alleged therein; or
- e. Any event, cause or matter which in whole or in part, is or could have been, the subject of the Actions.

See Shell Settlement Agreement, Paragraph E.1.

As to the ConocoPhillips Defendants:

- a. The Claims asserted against the ConocoPhillips Defendants in the *Parko* lawsuit; or
- b. The past and present environmental condition of the Wood River Refinery, the IEPA Study Area and surrounding areas, and/or Plaintiffs' properties; or
- c. The ConocoPhillips Defendants' past, present, and future remediation and site closure activities at these areas conducted in order to satisfy the requirements of Shell's RCRA permit and/or to satisfy the regulations and requirements of IEPA; or
- d. Activities, as of the Effective Date, related to, associated with, or in any way connected to the Actions and the facts and circumstances alleged therein; or
- e. Any event, cause or matter, as of the Effective Date, which in whole or in part, is or could have been, the subject of the Actions.

ConocoPhillips Settlement Agreement, Paragraph E.1.

You may inspect a copy of the Shell Settlement Agreement, the ConocoPhillips Settlement Agreement, the Class Settlement Administration Agreement, and other settlement documents, all of which have been filed with the Court.

Other Obligations and Duties of Class Members

If you are a Member of the Settlement Class, and do not opt out (Option #3, above), you also will be bound by the following terms of the Shell Settlement Agreement and the ConocoPhillips Settlement Agreement:

1. You Agree Not to Object to the Shell Defendants' Investigation, Remediation and Site Closure Activities: Under Paragraph B.13 of the Shell Settlement Agreement, the Parties have agreed as follows:

"The Shell Defendants shall have the sole and exclusive right to determine how any IEPA-directed remediation and site closure should be completed; to negotiate with IEPA and any other regulatory agencies, whether federal, state or local; and to hire, contract, or employ any agents or contractors to perform the investigation, remediation and site closure at or in connection with the Wood River Refinery, the Study Area, neighboring properties and surrounding areas allegedly affected by the Wood River Refinery. Plaintiffs and their authorized representatives and/or retained consultants agree to work with the Shell Defendants in good faith and to fully cooperate in – and not object to, interfere with, or in any way attempt to adversely influence – the Shell Defendants' ongoing investigation, remediation and site closure activities. Plaintiffs agree to waive and release any rights to (i) challenge any proposal by the Shell Defendants to IEPA, or (ii) make requests of, or challenge any decision of, IEPA in evaluating and approving the Shell Defendants' investigation, remediation and site closure activities."

2. You Will Provide a Written Acknowledgment of a Groundwater Management Zone: In accordance with the terms of the Shell Settlement Agreement and the ConocoPhillips Settlement Agreement, you will acknowledge, in writing, that your property is or may be within the boundary of a Groundwater Management Zone ("GMZ") established pursuant to the authority of the IEPA in connection with the Shell Defendants' ongoing and future remediation activities in or around the Village of Roxana.

3. You Will Agree to Provide Access to your Property for Continued Remediation Activities: Paragraph B.15 of the Shell Settlement Agreement provides that:

"To the extent required to satisfy regulatory requirements, Plaintiffs will permit access to their properties by the Shell Defendants, their contractors, and/or the appropriate regulatory authorities at reasonable times to be mutually agreed upon to perform remediation activities including: (i) monitoring, and/or (ii) engaging in remedial

or mitigation activities including inspections, and/or (iii) performing vapor intrusion assessment and/or mitigation activities.”

4. You Will Agree to Comply with 35 Illinois Administrative Code Part 742: Paragraph B.16 of the Shell Settlement Agreement and Paragraph B.13 of the ConocoPhillips Settlement Agreement provide that:

“Plaintiffs agree that if they construct future structures or modify existing structures they will comply with the design criteria set forth in 35 Illinois Administrative Code Part 742. Specifically, any future constructed building or modification of existing building as defined in 35 Illinois Administrative Code Part 742 must contain either: (i) a full concrete slab-on-grade floor, or (ii) a full concrete basement floor and walls with no sumps. In either case, the as-constructed concrete or modified floor shall have a minimum thickness of four (4) inches. Further, in the event such future constructed or modified building is within five (5) feet of soil or groundwater contamination exceeding the most stringent applicable Tier 1 remediation objectives applied by the IEPA, then properly maintained Building Control Technology meeting the requirements of 35 Illinois Administrative Code Part 742, Subpart L must be implemented and operated.”

5. You Will Agree to Make Written Disclosures to Future Purchasers: In accordance with Paragraph B17 of the Shell Settlement Agreement and Paragraph B14 of the ConocoPhillips Settlement Agreement, you will disclose to any future purchasers of your property that the property is in an area (or is in close proximity to an area) that may be subject to an IEPA-directed remediation. Such disclosure shall be made via the form required by the Illinois Residential Real Property Disclosure Act.

CLASS REPRESENTATIVE, CLASS COUNSEL, & ATTORNEYS’ FEES

Who Represents the Settlement Class?

The Class Representative: The Court has appointed Jeana Parko as Class Representative.

Class Counsel: The Court has appointed the following attorneys to represent the Settlement Class for the purposes of Settlement of this lawsuit:

Ted N. Gianaris
Simmons Hanly Conroy LLC
One Court Street
Alton, IL 62002
Tel: (618) 259-2222

You will not be obligated to pay separately (out of pocket) for the services of the attorneys representing the Settlement Class in this lawsuit. The attorneys’ fees and expenses of Class Counsel will be paid from the Settlement Fund and will be automatically deducted from your settlement award. You have the right to retain your own attorney in this matter, but if you do, you will be responsible for paying your own attorneys’ fees and expenses. It is not necessary for you to retain your own counsel to participate in the Settlements or to exclude yourself from the Settlements.

You may already be represented by an attorney in connection with claims you may have against Defendants. If so, you may contact your attorney directly. The following attorneys are counsel of record in other lawsuits filed against Defendants:

Melissa K. Sims
Melissa K Sims Law Office
1611 Fifth Street
Peru, Illinois 61356
Tel: (815) 224-2030

Christopher W. Dysart
The Dysart Law Firm, P.C.
100 Chesterfield Business Parkway
Second Floor
Chesterfield, MO 63005
Tel: (636) 812-0191

Randy L. Gori
Gori Julian & Associates, P.C.
156 North Main Street
Edwardsville, IL 62025
Tel: (618) 307-4085

Paul J. Hanly, Jr.
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016
Tel: (212) 784-6400

Mark C. Goldenberg
Holly A. Reese
Goldenberg Heller Antognoli & Rowland, P.C.
2227 South State Route 157
Edwardsville, IL 62025
Tel: (618) 656-5150

Derek Y. Brandt
Brandt Law LLC
P.O. Box 487
Edwardsville, IL 62025
Tel: (618) 307-6116

What Are the Attorneys' Fees and Costs?

Class Counsel will ask the Court for an award of attorneys' fees and expenses based on the total value of the Settlements, and their efforts in the case, not to exceed Twenty-Five Percent (25%) of the Settlement Fund for attorneys' fees plus reimbursement of expenses. Defendants do not oppose the payment of fees and expenses to Class Counsel. The attorneys' fees and expenses awarded by the Court will be paid out of the Settlement Fund, as provided in the Shell Settlement Agreement and the ConocoPhillips Settlement Agreement. Attorneys' fees and expenses of litigation will be deducted from the Settlement Fund. You will not be required to pay any additional out-of-pocket attorneys' fees or expenses to Class Counsel over and above those deducted from your Settlement award.

FINAL APPROVAL OF SETTLEMENTS AND OBJECTIONS

When Will the Court Decide Whether to Give Final Approval to the Settlements?

The Court will hold a Final Approval Hearing on December 18, 2017, at 9:30 am, in Courtroom 3 of the United States District Court for the Southern District of Illinois, located at 750 Missouri Avenue, East St. Louis, Illinois, the Honorable Judge Nancy J. Rosenstengel, presiding (or her duly appointed successor), to determine whether the proposed Settlements are fair, reasonable, and adequate. The date is subject to change. You are not required to attend the Hearing either to participate in the Settlements or to exclude yourself from the Settlements, but you may attend the hearing at your own expense. Note that if you exclude yourself from the Settlements, you may not lodge any objection to the Settlements either in writing or at the Final Approval Hearing. If you are satisfied with the Settlements as described in this Notice, you need not submit any comment nor attend the hearing. *You only need submit the attached Claim Form with the required supporting documentation by mail, postmarked by no later than October 16, 2017, to participate in the Settlements. Alternatively, you can submit your Claim Form and the required supporting documentation for each property and parcel for which you are stating a claim electronically on the Claims Administrator's website at www.RoxanaClassSettlement.com, by no later than October 16, 2017.*

If you remain in the Settlement Class and timely file a written objection to any term of or to the entire Settlements, you may ask for permission to present argument at the Final Approval Hearing, either individually, or through counsel paid for at your own expense. However, you do not have to come to the Court to present your objection. As long as you have properly filed your written objection, the Court will review it.

How Do I Object to the Settlements?

If you determine that you are dissatisfied with the Settlements or any term thereof, but wish to remain a Member of the Settlement Class and not exclude yourself, you are permitted, but not required, to submit a formal objection for the Court to consider in determining whether it will give final approval to the Settlements. To do so, you must file a statement explaining your objection with the Court, **and** mail or deliver a copy to Class Counsel and Defendants' Counsel at the addresses below or to the Claims Administrator. In order to be considered by the Court, all objections must be filed with the Court and mailed to Counsel and/or the Claims Administrator at the addresses below, postmarked or electronically submitted or delivered **no later than October 16, 2017**:

To Class Counsel:

Ted N. Gianaris
Simmons Hanly Conroy LLC
One Court Street
Alton, IL 62002

To Claims Administrator:

Parko Litigation Class Settlement
c/o Rust Consulting, Inc.
PO Box 2570
Faribault, MN 55021-9570
www.RoxanaClassSettlement.com

To Shell Defendants' Counsel:

Alexander G. Calfo
King & Spalding LLP
633 West Fifth Street, Suite 1700
Los Angeles, CA 90071

To ConocoPhillips Defendants' Counsel:

David M. Bays
HelperBroom LLC
130 North Main Street
P.O. Box 510
Edwardsville, IL 62025

Any documents or other material you desire for the Court to consider in support of your objection must be included with your objection. You must mail or deliver to Class Counsel and Defendants' Counsel and/or the Claims Administrator copies of all papers you file in Court. Unless the Court directs otherwise, any Member of the Settlement Class who fails to serve a written objection as described above will **not** be entitled to object to the approval of the Settlements, to object to the judgment to be entered, or to be heard at the Final Approval Hearing. Unless otherwise ordered by the Court, any Member of the Settlement Class who does not make his or her objection in the manner provided in this Notice shall be deemed to

have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed Settlements, and to the award of attorneys' fees and expenses to Class Counsel.

If you wish, you also may seek to present argument to the Court concerning your objection at the Final Approval Hearing. You are not required to present oral argument even if you elect to file an objection. To present oral argument, you must submit a Notice of Appearance and Intent to Present Argument along with your objection, which also must be filed with the Court and mailed or submitted to Defendant's Counsel and Class Counsel or to the Claims Administrator at the above addresses, postmarked or electronically submitted no later than October 16, 2017.

I HAVE OTHER QUESTIONS, WHAT DO I DO?

This Notice is intended to be a summary of the terms of the proposed Settlements. If you have any questions, please contact Class Counsel Ted N. Gianaris, Esq., at (618) 259-2222. You can also go to the website www.RoxanaClassSettlement.com, where you can find additional information regarding the Settlements, and where you can download relevant forms.

Do not go to any website for the Shell Defendants or the ConocoPhillips Defendants, or call any phone numbers for the Shell Defendants or the ConocoPhillips Defendants, as no information pertaining to the Settlements is available there.

The pleadings and other papers filed in this lawsuit are also available for inspection and/or copying at the Court.

This Notice is not intended to, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the lawsuit, the merits of the claims or defenses asserted, or of the proposed Settlements. This Notice is simply to advise you of the pendency of the lawsuit, the terms of the proposed Settlements, and your rights in connection with the proposed Settlements and claims process.

DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THESE SETTLEMENTS. THEY WILL BE UNABLE TO HELP YOU.

If you have any questions or need more information, please visit the website, www.RoxanaClassSettlement.com or call the Administrator toll-free at 1-866-903-1197.

Dated this 30th Day of August, 2017.

The Honorable Judge Nancy J. Rosenstengel
United States District Court
Southern District of Illinois