

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: METHYL METHACRYLATE (MMA)  
ANTITRUST LITIGATION

Civil Action No. 06-md-1768

Hon. Timothy J. Savage

THIS DOCUMENT RELATES TO:  
DIRECT PURCHASER ACTIONS

CLASS ACTION

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT  
OF CLASS ACTION, AND REQUEST OF CLASS COUNSEL FOR ATTORNEYS' FEES AND EXPENSES**

Pursuant to Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Pennsylvania (the "Court"), this is to advise you that there is now pending in the Court a class action for alleged violations of the antitrust laws by several manufacturers of methyl methacrylate ("MMA") and Acrylic Products (including acrylic resins, sheets, beads, pellets, powders, and molding extrusion compounds containing MMA or polymethyl methacrylate ("PMMA") sold under trade names such as Plexiglas, Perspex, Acrylite, Acryplast and Lucite).

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY, AS IT EXPLAINS YOUR RIGHTS WITH RESPECT TO THE DISTRIBUTION OF THE SETTLEMENT FUNDS AND HOW TO SUBMIT A PROOF OF CLAIM FORM IN ORDER TO BE ELIGIBLE TO RECEIVE A SHARE OF THE SETTLEMENT FUNDS.**

**I. BACKGROUND OF THE LITIGATION**

This lawsuit was filed by Plaintiffs, individually and as representatives of all persons who purchased MMA and/or Acrylic Products within the United States directly from any of the defendants listed below from January 1, 1995 through December 31, 2003. The Court has determined that this case may proceed as a class action with respect to the four proposed settlement agreements (the "Settlement Agreements") with: (1) Evonik Degussa GmbH (f/k/a Degussa AG), Evonik Degussa Corporation (f/k/a Degussa Corporation), Röhm GmbH & Co. KG, Röhm Americas, LLC (n/k/a CYRO Industries), CYRO Industries and Cytec Industries, Inc. (collectively, "the Degussa Defendants") (the "Degussa Settlement Agreement"); (2) Lucite International, Inc. ("Lucite") (the "Lucite Settlement Agreement"); (3) Arkema, Inc. (f/k/a Atofina Chemicals, Inc. and Elf Atochem North America, Inc.), Arkema France (f/k/a Arkema S.A., Atofina S.A. and Elf Atochem S.A.), and Altuglas International (the "Arkema Defendants") (the "Arkema Settlement Agreement"); and (4) Imperial Chemical Industries, PLC and ICI Acrylics Inc. (the "ICI Defendants") (the "ICI Settlement Agreement") (collectively, the "Settling Defendants").

Defendants are:

ARKEMA, INC. (F/K/A ATOFINA CHEMICALS, INC. AND ELF ATOCHEM NORTH AMERICA, INC.);  
ARKEMA FRANCE (F/K/A ARKEMA S.A., ATOFINA S.A. AND ELF ATOCHEM S.A.);  
ALTUGLAS INTERNATIONAL;  
EVONIK DEGUSSA GMBH (F/K/A DEGUSSA AG);  
EVONIK DEGUSSA CORPORATION (F/K/A DEGUSSA CORPORATION);  
RÖHM GMBH & CO., KG;  
RÖHM AMERICAS, LLC (N/K/A CYRO INDUSTRIES);  
CYRO INDUSTRIES;  
CYTEC INDUSTRIES, INC.;  
ICI ACRYLICS, INC.;  
IMPERIAL CHEMICAL INDUSTRIES, PLC;  
LUCITE INTERNATIONAL LTD. (F/K/A INEOS ACRYLICS, LTD.);  
LUCITE INTERNATIONAL, INC. (F/K/A INEOS ACRYLICS, INC.).

The lawsuit asserts that, as a result of the alleged conduct of the Defendants, the prices paid to the Defendant manufacturers for MMA and Acrylic Products were higher than they otherwise would have been. The lawsuit seeks treble damages, injunctive relief, attorneys' fees and costs from Defendants.

Class Counsel have conducted an investigation into, and have engaged in extensive discovery with respect to, the facts and the law relevant to the lawsuit.

While Plaintiffs believe they have meritorious claims against all of the Defendants, the Defendants each vigorously deny any alleged wrongdoing or civil liability. The parties entered into the Settlement Agreements to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation. **The Settlement Agreements, if approved by the Court, will terminate this litigation.**

Plaintiffs and their counsel ("Class Counsel") have concluded that the settlements as set forth in the Settlement Agreements (the "Settlements") are in the best interests of the members of the Settlement Classes as described below. Class Counsel believe that the proposed Settlement Agreements are fair, reasonable, and adequate. Class Counsel entered into the proposed Settlement Agreements after weighing the benefits of the Settlements against the probabilities of success or failure of the lawsuit against the Settling Defendants.

For purposes of and in connection with the proposed Settlements, the Court has certified two Settlement Classes:

(1) The MMA Direct Purchaser Settlement Class, which consists of all persons (excluding governmental entities, Defendants, and the present and former parents, predecessors, subsidiaries and affiliates of the foregoing) who purchased MMA within the United States directly from any of the Defendants named in the Action, or any present or former parent, subsidiary or affiliate thereof, at any time during the period from January 1, 1995 through December 31, 2003; and

(2) The Acrylic Products Direct Purchaser Settlement Class, which consists of all persons (excluding governmental entities, Defendants, and the present and former parents, predecessors, subsidiaries and affiliates of the foregoing) who purchased Acrylic Products (described above) within the United States directly from any of the Defendants named in the Action, or any present or former parent, subsidiary or affiliate thereof, at any time during the period from January 1, 1995 through December 31, 2003.

In this litigation, the Court has not certified any class of plaintiffs for any purpose other than the proposed Settlements.

## II. **THE PROPOSED SETTLEMENTS**

### A. *The Degussa Settlement Agreement*

Plaintiffs, on behalf of the Settlement Classes defined above, have entered into a proposed settlement agreement with the Degussa Defendants in this lawsuit. The following is a summary of the terms of the Degussa Settlement Agreement.

Under the Degussa Settlement Agreement, the Degussa Defendants have paid \$7,000,000 into an account to be administered in accordance with the provisions of the Degussa Settlement Agreement. The Degussa Defendants have the right to terminate the Degussa Settlement Agreement based on the occurrence of certain conditions set forth in the Degussa Settlement Agreement and in a separate letter agreement that will be filed *in camera* and under seal if so ordered by the Court.

The settlement payments by the Degussa Defendants will be the sole source of payment for the costs of notice and administration of this settlement, the payment of attorneys' fees, and satisfaction of the Settlement Classes members' claims against the Degussa Defendants.

### B. *The Lucite Settlement Agreement*

Plaintiffs, on behalf of the Settlement Classes defined above, have entered into a proposed settlement agreement with Lucite in this lawsuit. The following is a summary of the terms of the Lucite Settlement Agreement.

Under the Lucite Settlement Agreement, Lucite has agreed to pay \$7,050,000 into an account to be administered in accordance with the provisions of the Lucite Settlement Agreement. Lucite has the right to terminate the Lucite Settlement Agreement based on the occurrence of certain conditions set forth in the Lucite Settlement Agreement and in a separate letter agreement that will be filed *in camera* and under seal if so ordered by the Court.

The settlement payments by Lucite will be the sole source of payment for the costs of notice and administration of this settlement, the payment of attorneys' fees, and satisfaction of the Settlement Classes members' claims against Lucite and Lucite International Limited.

### C. *The Arkema Settlement Agreement*

Plaintiffs, on behalf of the Settlement Classes defined above, have entered into a proposed settlement agreement with the Arkema Defendants in this lawsuit. The following is a summary of the terms of the Arkema Settlement Agreement.

Under the Arkema Settlement Agreement, the Arkema Defendants have agreed to pay \$550,000 into an account to be administered in accordance with the provisions of the Arkema Settlement Agreement. The Arkema Defendants have the right to terminate the Arkema Settlement Agreement based on the occurrence of certain conditions set forth in the Arkema Settlement Agreement and in a separate letter that will be filed *in camera* and under seal if so ordered by the Court.

The settlement payments by the Arkema Defendants will be the sole source of payment for the costs of notice and administration of this settlement, the payment of attorneys' fees, and satisfaction of the Settlement Classes members' claims against the Arkema Defendants.

### D. *The ICI Settlement Agreement*

Plaintiffs, on behalf of the Settlement Classes defined above, have entered into a proposed settlement agreement with the ICI Defendants in this lawsuit. The following is a summary of the terms of the ICI Settlement Agreement.

Under the ICI Settlement Agreement, Imperial Chemicals Industries Limited ("ICI") has agreed to pay \$550,000 into an account to be administered in accordance with the provisions of the ICI Settlement Agreement. ICI has the right to terminate the ICI Settlement Agreement based on the occurrence of certain conditions set forth in the ICI Settlement Agreement and in a separate letter that will be filed *in camera* and under seal if so ordered by the Court.

The settlement payments by ICI will be the sole source of payment for the costs of notice and administration of this settlement, the payment of attorneys' fees, and satisfaction of the Settlement Classes members' claims against the ICI Defendants.

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The complete terms of the four proposed Settlement Agreements are on file and may be examined or copied during regular business hours at the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106. Copies of the Settlement Agreements are also available from Class Counsel identified in this Notice, and are posted online at [www.MMAantitrustlitigation.com](http://www.MMAantitrustlitigation.com).

PLEASE DO NOT TELEPHONE THE COURT REGARDING ANY INQUIRIES CONCERNING THE PROPOSED SETTLEMENTS.

### **III. PROPOSED PLAN OF DISTRIBUTION**

If the proposed Settlements are finally approved, you will be entitled to share in the settlement funds, provided that you have returned a timely and valid Proof of Claim form by no later than October 15, 2009.

The portion of the settlement funds that will be distributed to members of the Settlement Classes who submit a valid and timely Proof of Claim form is that portion of the settlement funds that remains after deduction of taxes, notice and administration costs, including the fees and costs of the Claims Administrator that have already been or may hereafter be approved by the Court and any attorneys' fees and expenses that the Court may hereafter award to Class Counsel (the "Net Settlement Funds").

The proposed Plan of Distribution provides that the Net Settlement Funds will be distributed to each eligible member of the Settlement Classes who submits a valid and timely Proof of Claim form based on a pro rata share of his, her or its total "Recognized Claim."

A Settlement Class Member's Recognized Claim for purchases of MMA during the period from January 1, 1995, through December 31, 1998 shall be 10% of the total dollar amount of that Settlement Class Member's purchases of MMA in the United States during that period directly from any of the Defendants named in the Action or any of their present or former parents, subsidiaries or affiliates. A Settlement Class Member's Recognized Claim for purchases of MMA during the period January 1, 1999, through December 31, 2003 shall be equal to the total dollar amount of the Settlement Class Member's purchases of MMA in the United States during that period directly from any of the Defendants named in the Action or any of their present or former parents, subsidiaries or affiliates. For example, if a Settlement Class Member purchased \$100 of MMA directly from Defendants during the period from January 1, 1995, through December 31, 1998, and purchased \$100 of MMA directly from Defendants during the period from January 1, 1999, through December 31, 2003, its total Recognized Claim would be \$110.

A Settlement Class Member's Recognized Claim for purchases of Acrylic Products during the period from January 1, 1995, through December 31, 1998 shall be 4% of the total dollar amount of that Settlement Class Member's purchases of Acrylic Products in the United States directly from any of the Settling Defendants named in the action, or any of their present or former parents, subsidiaries or affiliates. A Settlement Class Member's Recognized Claim for purchases of Acrylic Products during the period from January 1, 1999, through December 31, 2003, shall be 40% of the total dollar amount of that Settlement Class Member's purchases of Acrylic Products in the United States during that period directly from any of the Defendants named in the action, or any of their present or former parents, subsidiaries or affiliates. For example, if a Settlement Class Member purchases \$100 of Acrylic Products directly from the Defendants during the period from January 1, 1995 through December 31, 1998, and purchases \$100 of Acrylic Products directly from any of the Defendants during the period January 1, 1999, through December 31, 2003, its total Recognized Claim would be \$44.

Settlement Class Members who submit a valid and timely Proof of Claim Form as provided for in this Notice will receive a portion of their Recognized Claim, calculated as follows: The Net Settlement Funds will be distributed to members of the Settlement Classes who submit a valid and timely proof of claim on a *pro rata* basis among all Settlement Class Members who submit valid and timely Proof of Claim forms. In other words, each Settlement Class Member shall be paid the percentage of the Net Settlement Funds that the Settlement Class Member's Recognized Claim bears to the total of the Recognized Claims of all Settlement Class Members who have submitted valid and timely Proof of Claim forms.

The proposed Plan of Distribution is based on an evaluation and analysis of the evidence by Class Counsel.

### **IV. APPLICATION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES**

To date, Class Counsel have not received any payment for their over three years of service in conducting this litigation on behalf of Plaintiffs and the members of the Settlement Classes. In addition, Class Counsel have advanced money to pay for the costs associated with litigation. Class Counsel intend to file an application for an award of attorneys' fees ("Fee Petition") for up to 30% of the settlement funds plus reimbursement of expenses. The Fee Petition will also include a request for reimbursement of expenses, including experts' fees, that they have advanced to pay for litigation expenses since 2006, for which they have not been reimbursed, not to exceed \$1.5 million. The Fee Petition will also ask the Court to award the six (6) representative Plaintiffs \$10,000 each as service awards for their efforts on behalf of the Settlement Classes.

The Fee Petition will be filed with the Court on or before September 9, 2009, and will be available for inspection in the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania.

A hearing on the Fee Petition will be held at the same time as the hearing for final approval of the Settlement Agreements on September 23, 2009, as described in Section VII below. The Court will determine the amount of any attorneys' fees to be paid to Class Counsel and the amount of any expenses to be reimbursed and the amount of any awards to the representative Plaintiffs. As explained above, those amounts will be deducted from the Settlement Funds.

**V. CONSEQUENCES OF SETTLEMENT CLASS MEMBERSHIP — OPTION TO REQUEST EXCLUSION FROM THE SETTLEMENT CLASSES**

If you come within the definition of either Settlement Class, you are a member of that class and have the following options:

1. You May Remain a Member of a Settlement Class and Share in the Net Settlement Funds. If you are a member of one or both of the Settlement Classes described above and wish to remain a member, you do not have to do anything. If you choose to take no action, your interests as a member of one or both of the Settlement Classes will be represented by the Plaintiffs and their counsel. You will be bound by the terms of the Settlement Agreements and any final judgment that may be entered. **IF YOU WOULD LIKE TO SHARE IN THE NET SETTLEMENT FUNDS, YOU MUST COMPLETE THE ACCOMPANYING PROOF OF CLAIM FORM BY OCTOBER 15, 2009.**

As a member of one or both of the Settlement Classes, you will not be responsible for attorneys' fees or litigation expenses.

In addition, if the Court grants final approval of any or all of the Settlement Agreements, you will be bound by the terms of the approved agreement and by any judgment entered in accordance with such agreement(s).

**IF YOU WOULD LIKE TO SHARE IN THE NET SETTLEMENT FUNDS, YOU MUST COMPLETE THE ACCOMPANYING PROOF OF CLAIM FORM AND SUBMIT IT BY OCTOBER 15, 2009. YOUR CLAIM FORM MUST BE SENT TO:**

**Methyl Methacrylate (MMA) Antitrust Litigation  
P.O. Box 58455  
Philadelphia, PA 19102-8455**

2. You May Remain A Member of A Settlement Class and Hire Your Own Attorney to Represent You. If you are a member of one or both of the Settlement Classes and do not wish to be represented by the Plaintiffs and their counsel with respect to any or all of the Settlement Agreements, you may enter an appearance through your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Court for the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, and send a copy of the Entry of Appearance to Class Counsel and counsel for the respective Defendants identified at the end of this Notice. Such Entry of Appearance must be filed with the Court no later than September 9, 2009. You will then continue, as a member of the class with representation by your own attorney with respect to those Defendants, and you will be responsible for the fees and costs of that attorney.

3. You May Request Exclusion from A Settlement Class. If you elect to exclude yourself from one or both of the Settlement Classes with respect to any or all of the Settlement Agreements, you must file a written request to be excluded with the Clerk of the Court at the following address: 601 Market Street, Philadelphia, PA 19106, by no later than August 31, 2009. A copy of any request for exclusion must also be sent to the following, who is one of the Class Counsel:

Anthony J. Bolognese  
**BOLOGNESE & ASSOCIATES, LLC**  
Two Penn Center  
1500 JFK Blvd., Suite 320  
Philadelphia, PA 19102  
Telephone: (215) 814-6750  
E-Mail: [ABolognese@Bolognese-Law.com](mailto:ABolognese@Bolognese-Law.com)

The written request for exclusion must include your name and address and specifically state that you request exclusion from one or both of the Settlement Classes and identify the Settlement Agreement(s) from which you request exclusion. The written request for exclusion must be received no later than August 31, 2009. If you elect to be excluded from one or both of the Settlement Classes and the proposed Settlement Agreements are finally approved, you will not be entitled to share in the proceeds of the Settlements or entitled to the non-monetary relief afforded by the Settlements and will remain free to pursue any legal rights you may have against Defendants.

4. You May Object to the Settlement Agreements, the Proposed Plan of Distribution, and/or the Fee Petition. If you are a member of one or both of the Settlement Classes and do not elect exclusion from the Settlement Classes, you may object to the terms of any or all of the Settlement Agreements, the proposed Plan of Distribution, and/or the Fee Petition, or to the service awards for the representative plaintiffs. If you wish to object, you

must file such written objection, including a statement of the nature and grounds for your objection, with the Clerk of the Court by no later than August 31, 2009 at the following address: 601 Market Street, Philadelphia, Pennsylvania 19106.

Copies of all objections must also be sent to:

Anthony J. Bolognese  
**BOLOGNESE & ASSOCIATES**  
Two Penn Center  
1500 JFK Blvd., Suite 320  
Philadelphia, PA 19102  
Telephone: (215) 814-6750  
E-Mail: [ABolognese@Bolognese-Law.com](mailto:ABolognese@Bolognese-Law.com)

The written objection must be received and filed with the Court and by the identified counsel no later than August 31, 2009.

## **VI. EFFECT OF THE SETTLEMENTS**

The proposed Settlement Agreements are intended to settle and contain a release of all claims under federal and state law against the Degussa Defendants, Lucite, Lucite International Limited, the Arkema Defendants and the ICI Defendants, respectively that members of the Settlement Classes, as direct purchasers have asserted or could have asserted in the lawsuit arising out of any act or omission that is the subject matter of the lawsuit. The releases extend to the Degussa Defendants, Lucite, Lucite International Limited, the Arkema Defendants and the ICI Defendants and to their past and present officers, directors, employees, parents, subsidiaries and affiliates and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. If you do not exclude yourself from one or both of the Settlement Classes, you will be deemed to have entered into these releases.

If any of the Settlements described herein are approved by the Court and the approval becomes final, the Settlements will be consummated. If any proposed settlement is not approved by the Court, or does not become final for some other reason, the litigation may continue against those Defendants.

**If all of the proposed Settlements described herein are approved by the Court and the approval becomes final, this case will be dismissed with prejudice with respect to all Defendants.**

**The above is only a summary of the basic terms of the proposed settlements (including the release terms) with the Degussa Defendants, Lucite, the Arkema Defendants and the ICI Defendants. The Settlement Agreements, which are on file with the Clerk of the Court and available from Class Counsel identified in this Notice [www.MMAantitrustlitigation.com](http://www.MMAantitrustlitigation.com), contain and set forth all of the precise terms and conditions of the proposed settlements.**

## **VII. HEARING**

The Court will hold a hearing ("Fairness Hearing") at the United States District Court for the Eastern District of Pennsylvania, (Courtroom 9A), 601 Market Street, Philadelphia, Pennsylvania 19106, on September 23, 2009 at 9:00 a.m. The purpose of the Fairness Hearing is to determine: (1) whether the proposed Settlements should be approved as fair, adequate and reasonable; (2) whether the proposed Plan of Distribution should be approved; and (3) the amount of attorneys' fees awarded to Class Counsel, the amount of expenses to be reimbursed and the amount of any awards to the representative Plaintiffs. The Fairness Hearing may be continued without further notice. It is not necessary for you to appear at the Fairness Hearing unless you wish to be heard.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that you intend to appear at the Fairness Hearing and include your name, address, telephone number, and your signature ("Notice of Intention to Appear"). Your Notice of Intention to Appear must be filed with the Clerk of the Court at the following address: 601 Market Street, Philadelphia, Pennsylvania 19106 by no later than September 9, 2009. You also must send a copy of your Notice of Intention to Appear to the following counsel:

Anthony J. Bolognese  
**BOLOGNESE & ASSOCIATES, LLC**  
Two Penn Center  
1500 JFK Blvd., Suite 320  
Philadelphia, PA 19102  
Telephone: (215) 814-6750  
E-Mail: [ABolognese@Bolognese-Law.com](mailto:ABolognese@Bolognese-Law.com)

## VIII. ATTORNEYS OF RECORD

If you have any questions about the foregoing, you may direct them to any of the following counsel:

### Class Counsel:

Anthony Bolognese  
Joshua H. Grabar  
**BOLOGNESE & ASSOCIATES**  
Two Penn Center  
1500 JFK Blvd., Suite 320  
Philadelphia, PA 19102  
Telephone: (215) 814-6750  
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AND MILLEN LLC**  
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**E-Mail:**  
skanner@fkmlaw.com,  
wlondon@fkmlaw.com

### Counsel for the Degussa Defendants:

Peter E. Halle  
**MORGAN, LEWIS & BOCKIUS, LLP**  
1111 Pennsylvania Ave., NW  
Washington, DC 20004  
Telephone: (202) 739-3000  
**E-Mail:** phalle@morganlewis.com

### Counsel for Lucite:

Joseph F. Wayland  
Ian R. Dattner  
**SIMPSON THATCHER & BARTLETT LLP**  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502  
**E-Mail:** jwayland@stblaw.com

Wilson M. Brown, III  
**DRINKER BIDDLE & REATH LLP**  
One Logan Square  
18th and Cherry Streets  
Philadelphia, PA 19103  
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Facsimile: (215) 988-2757  
**E-Mail:** brownwm@dbr.com

### Counsel for the Arkema Defendants:

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Steven E. Bizar  
**BUCHANAN INGERSOLL & ROONEY PC**  
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Philadelphia, PA 19102  
Telephone: (215) 665-8700  
Facsimile: (215) 665-8760  
**E-Mail:** howard.scher@bipc.com, steven.bizar@bipc.com

### Counsel for ICI:

Alan M. Wiseman  
Joseph A. Ostoyich  
Curtis J. LeGeyt  
**HOWREY LLP**  
1299 Pennsylvania Avenue, NW  
Washington, DC 20004  
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Facsimile: (202) 383-6610  
**E-Mail:** wisemanA@howrey.com

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Clerk of Court  
United States District Court  
for the Eastern District of Pennsylvania

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: METHYL METHACRYLATE (MMA)  
ANTITRUST LITIGATION

Civil Action No. 06-md-1768

THIS DOCUMENT RELATES TO:  
DIRECT PURCHASER ACTION

Hon. Timothy J. Savage

**PROOF OF CLAIM**

**PLEASE READ THIS ENTIRE FORM CAREFULLY**

The Court has approved settlements of this class action with all Defendants in this litigation on behalf of the Settlement Classes that are defined in the accompanying Notice Of Pendency and Proposed Settlement Of Class Action, And Request of Class Counsel For Attorneys' Fees And Expenses ("Notice").

Under the terms of the approved settlements, the settling defendants have paid a total of \$15,150,000.00. Plaintiffs have sought permission from the Court to distribute the settlement proceeds, less any amounts that may be awarded by the Court for attorneys' fees and expenses, as set forth in the Notice, to members of the Settlement Classes who submit a valid and timely Proof of Claim form on or before October 15, 2009.

If you are a member of one or more of the Settlement Classes (and have not excluded yourself), you may be entitled to share in the distribution of the Settlement Fund in this litigation. To receive your share of the Settlement Fund, you must submit a timely and valid Proof of Claim in accordance with these instructions.

IN ORDER FOR YOU TO SHARE IN THE SETTLEMENT, YOU MUST FILE THE ATTACHED PROOF OF CLAIM WITH THE CLAIMS ADMINISTRATOR ON OR BEFORE OCTOBER 15, 2009. THE PROOF OF CLAIM MUST BE SIGNED BY A DULY AUTHORIZED OFFICER OR OTHER AUTHORIZED AGENT OF THE CLAIMANT AND MUST CLEARLY IDENTIFY THE NAME AND POSITION OF THE PERSON SIGNING.

**1. What is included in the Proof of Claim?**

The Proof of Claim contains several sections. It includes the Identity of the Claimant, the Contact Person, Trade Names and Years Used, Purchases Made on Behalf of Another Entity, Other Locations (Including Affiliates and Subsidiaries), Schedule of MMA Purchases, Schedule of Acrylic Products Purchases, Proof of Purchases, Claims Based Upon Assignment or Transfer, Exclusions from Settlements, a Certification, and a Substitute Form W-9. All must be completed, if applicable, and returned to the Claims Administrator. Please type or neatly print all requested information.

The Schedule of MMA Purchases and the Schedule of Acrylic Products Purchases should be completed with the amount of your MMA and Acrylic Product purchases during the period from January 1, 1995 through December 31, 2003 ("Class Period").

The Certification contains statements to be certified as true.

The Substitute Form W-9 requires the submission of a federal taxpayer identification number.

The information in the sections entitled "Identity of Claimant" and "Contact Person," will be used to communicate with you. If you fail to complete that information, including the name, address, telephone number and e-mail address of the person to be contacted, you will make it difficult, if not impossible, for us to send you a check for your share of the settlement.

**2. Am I eligible to participate in the Settlement Funds?**

You are eligible to submit this Proof of Claim seeking to share in the distribution of the Settlement Funds in this litigation if you are a member of one or both of the Settlement Classes, you have not excluded yourself, and if you purchased MMA and/or Acrylic Products within the United States directly from one or more of the defendants during the period from January 1, 1995 through December 31, 2003.

**3. What if I received more than one Proof of Claim?**

You may receive more than one Proof of Claim, if you used more than one billing address, more than one delivery address or more than one trade name. Whether or not you receive more than one Proof of Claim, you should complete only one Proof of Claim and list all applicable trade names and addresses.

#### 4. What if I purchased for more than one entity or at more than one location?

Each corporation, trust, or other business entity making a claim must submit its claim on a separate Proof of Claim. If you purchased MMA and/or Acrylic Products for more than one entity or at more than one location, you should complete only one Proof of Claim for each corporation, trust or other business entity making a claim. You should list all applicable names and addresses for each entity or location for which you are filing a claim.

#### 5. What do I have to do?

You must complete this Proof of Claim pursuant to these instructions and sign the Certification and Substitute Form W-9. A claim may be submitted on a photocopy of this Proof of Claim form.

You should then return the Proof of Claim to the Claims Administrator. Do not send your Proof of Claim to the Court or to any of the parties or their counsel.

The address for the Claims Administrator is:

Methyl Methacrylate (MMA) Antitrust Litigation  
P.O. Box 58455  
Philadelphia, PA 19102-8455  
1-800-644-7835

Website: [www.MMAantitrustlitigation.com](http://www.MMAantitrustlitigation.com)

**You should also keep a copy of what you send for your file. You should also retain any records you have concerning purchases of MMA and Acrylic Products from January 1, 1995 through December 31, 2003.**

**YOUR RESPONSE MUST BE SENT BY OCTOBER 15, 2009.**

Failure to complete all applicable parts of this Proof of Claim may result in denial of the claim, may delay processing the claim, or may otherwise adversely affect the claim.

#### 6. Do I need assistance to fill out my Proof of Claim?

No. There are companies that may write or call members of the Settlement Classes upon learning of a pending class action distribution and offer to help class members file claim forms in exchange for a share of the money that the class members may ultimately recover. You do not need to use one of these companies. Assistance is available from the Claims Administrator, and from Class Counsel identified in the accompanying Notice, at no cost to you.

#### 7. Will I receive confirmation of receipt of my Proof of Claim?

The Claims Administrator will confirm the receipt of your claim in writing. Please do NOT assume that your claim has been filed until you receive confirmation, in writing, from the Claims Administrator. If you do not receive confirmation that your Proof of Claim has been filed within 30 days of your mailing the Proof of Claim, please contact the Claims Administrator toll free at 1-800-644-7835.

#### 8. What if my contact information changes?

Until the distributions have been concluded, if your contact information should change, please keep the Claims Administrator advised of any change in your current mailing address by mail at the address above, by e-mail to [claimsadministrator@heffler.com](mailto:claimsadministrator@heffler.com) or through the Claims Administrator's web site at [www.MMAantitrustlitigation.com](http://www.MMAantitrustlitigation.com).

#### 9. What information is to be completed on the Schedule of MMA Purchases and the Schedule of Acrylic Products Purchases?

The Schedule of MMA Purchases and the Schedule of Acrylic Products Purchases have space for you to fill in your purchases, in the United States, of MMA and Acrylic Products directly from the defendants during the period from January 1, 1995 through December 31, 2003. You should state the total dollars you paid for purchases of MMA and Acrylic Products from each defendant company from which you directly made the purchases. In providing the dollar amount of purchases, rebates and discounts must be included and sales taxes must be excluded. Purchases from a non-defendant should not be included. If included, these purchases will be stricken from your claim.

#### 10. What proof of purchases are required?

The Proof of Purchases section only requires a detailed explanation of your available documentation — such as invoices, purchase orders, account statements or extracts of books and records — that supports your claimed purchases. The documentation is not required to be submitted with this Proof of Claim. **However, as your claim is subject to audit by the Claims Administrator, you may, at a later time, be required to provide all or a portion of the underlying documentation supporting your claim. Therefore, please retain the documentation supporting**

**your claim until the conclusion of this litigation. Failure to provide such requested information might delay, adversely affect, or result in denial of your claim.**

#### **11. What if I do not have records of my purchases?**

When records are **not** available you may submit purchase information based on estimates, but your estimates may be accepted or rejected. If you do submit your purchase information based on estimates, you must provide, on a separate sheet of paper, an adequate explanation as to why documents are not available to you, the steps taken to locate the information, and why the estimation is reasonable. In the explanation of how you calculated the estimated purchases, you must identify the documents you used as a basis for your estimates. Estimations can be based on extrapolation from similar circumstances in the same year (for which you have documentation) or extrapolation from the same or nearly the same circumstances in other years (for which you have documentation). For example, if you have no records allowing you to calculate your purchases in 1998, you may calculate those purchases by using available records, dated as close as possible (*e.g.*, 1997 or 1999). If you are using purchase data and trends to estimate your purchases, you must explain in detail your calculations and retain the documentation used for your calculation until the conclusion of this litigation. It is important that you identify all the records upon which you rely for estimates. The acceptance or rejection of your claim may depend on the type and quality of the information upon which you rely and the methodology you use making your estimates.

#### **12. What happens if there is disagreement about my purchases of MMA and Acrylic Products?**

We may verify or audit all or a portion of your Proof of Claim. We may ask for all or a portion of the backup documentation for your claim. If we disagree with the amounts on your Schedule of MMA Purchases or Schedule of Acrylic Products Purchases, we will send you a letter stating the disagreement. If we cannot resolve the disagreement, then, if necessary, it will be brought before the Court for resolution.

#### **13. What happens after there is an agreement on the amount of my purchases of MMA and/or Acrylic Products?**

**IF WE ACCEPT THE INFORMATION ON YOUR SCHEDULE OF MMA PURCHASES AND/OR SCHEDULE OF ACRYLIC PRODUCTS PURCHASES, THEN THOSE AMOUNTS WILL BE BINDING FOR PURPOSES OF ANY DISTRIBUTION FROM THE SETTLEMENTS.**

#### **14. What is the Plan of Distribution of the Settlement Funds?**

The portion of the Settlement Funds that will be distributed to eligible members of the Settlement Class who submit a valid and timely Proof of Claim form is that portion (the "Net Settlement Funds") is that portion of the Settlement Funds that remain after deduction of taxes, notice and administration costs, including the fees and costs of the Claims Administrator that have already been or may hereafter be approved by the Court, any attorneys' fees and expenses, and any awards to the representative plaintiffs that the Court has already awarded and may hereafter.

The Net Settlement Funds will be distributed to each eligible member of the Settlement Classes who submits a valid and timely Proof of Claim, on the basis of a pro rata share of the "Recognized Claim" of each such claimant. The Recognized Claim for purchases of MMA during the period from January 1, 1995 through December 31, 1998 shall be 10% of the total dollar amount of a Settlement Class Member's purchase of MMA in the United States directly from any of the Defendants named in the Action, or any present or former parent, subsidiary or affiliate thereof. The Recognized Claim for purchases of MMA during the period January 1, 1999 through December 31, 2003 shall be equal to the total dollar amount of a Settlement Class Member's purchases of MMA in the United States directly from any of the Defendants named in the Action, or any present or former parent, subsidiary or affiliate thereof. For example, if a Settlement Class Member purchased \$100 of MMA directly from Defendants during the period from January 1, 1995 through December 31, 1998 and purchased \$100 of MMA directly from Defendants during the period from January 1, 1999 through December 31, 2003, its total Recognized Claim would be \$110.

The Recognized Claim for purchases of Acrylic Products during the period January 1, 1995 through December 31, 1998 shall be 4% of the total dollar amount of a Settlement Class Member's purchase of Acrylic Products in the United States directly from any of the Defendants named in the Action, or any present or former parent, subsidiary or affiliate thereof. The Recognized Claim for purchases of Acrylic Products during the period January 1, 1999 through December 31, 2003 shall be 40% of the total dollar amount of a Settlement Class Member's purchase of Acrylic Products in the United States directly from any of the Defendants named in the Action, or any present or former parent, subsidiary or affiliate thereof. For example, if a Settlement Class Member purchased \$100 of Acrylic Products directly from any of the Defendants named in the Action, or any present or former parent, subsidiary or affiliate thereof during the period from January 1, 1995 through December 31, 1998, and purchased \$100 of Acrylic Products directly from any of the Defendants during the period from January 1, 1999 through December 31, 2003, its total Recognized Claim would be \$44.

**Settlement Class Members who submit a valid and timely Proof of Claim Form as provided for in this Notice will receive a portion of their Recognized Claim, calculated as follows: The Net Settlement Funds will be distributed to members of the Settlement Classes who submit a valid and timely Proof of Claim on a *pro rata* basis among all Settlement Class Members who submit a valid and timely Proof of Claim form. In other words, each Settlement Class Member shall be paid the percentage of the Net Settlement Funds that each Settlement Class Member's Recognized Claim bears to the total of the Recognized Claims of all Settlement Class Members who have submitted valid and timely Proof of Claim forms.**

The distribution set forth above is based on an evaluation and analysis of the evidence by Class Counsel, and by their assessment of the relative strength of the claims asserted in this litigation.

#### **15. When will I be paid?**

All Proof of Claims must be sent to the Claims Administrator by October 15, 2009. The Proof of Claims must be reviewed and any disputes resolved. When all disputes are resolved, distributions will be made. There is no way at this time to predict with certainty when the distributions will be made.

#### **16. What if I do not return a Proof of Claim?**

IF WE DO NOT RECEIVE A TIMELY RESPONSE FROM YOU, AND IF YOU DO NOT SUBMIT A PROOF OF CLAIM ON OR BEFORE OCTOBER 15, 2009, WE WILL NOT INCLUDE ANY CLAIM ON YOUR BEHALF FROM THE SETTLEMENT FUND AND YOU WILL NOT SHARE IN THE SETTLEMENT FUND. However, if you do not request exclusion from one or both of the Settlement Classes, you will still be bound by the judgments entered on this case and you will be barred from commencing any action on your own behalf against the defendants for the claims involved in this class action.

#### **17. What if I fail to complete the Certification?**

The Certification must be signed by a duly authorized officer or agent of the Claimant. If you fail to sign and return the Certification, we will not include any claim on your behalf in the Settlement Fund.

#### **18. Where can I get additional information?**

You may contact the Claims Administrator at:

Methyl Methacrylate (MMA) Antitrust Litigation  
P.O. Box 58455  
Philadelphia, PA 19102-8455  
1-800-644-7835

Website: [www.MMAantitrustlitigation.com](http://www.MMAantitrustlitigation.com)

Class Counsel will also be pleased to answer any questions you have. They are:

Anthony J. Bolognese  
Joshua H. Grabar  
**BOLOGNESE & ASSOCIATES, LLC**  
Two Penn Center  
1500 JFK Boulevard, Suite 320  
Philadelphia, PA 19102  
Telephone: (215) 814-6750  
Facsimile: (215) 814-6764

H. Laddie Montague  
Ruthanne Gordon  
**BERGER & MONTAGUE, P.C.**  
1622 Locust Street  
Philadelphia, PA 19103  
Telephone: (215) 875-3000  
Facsimile: (215) 875-4604

Michael D. Hausfeld  
William P. Butterfield  
**HAUSFELD LLP**  
1700 K Street, N.W.  
Washington, D.C. 20006  
Telephone: (202) 579-1089  
Facsimile: (202) 747-5713

Steven A. Kanner  
William London  
**FREED KANNER LONDON & MILLEN, LLC**  
2201 Waukegan Road, Suite 130  
Bannockburn, IL 60015  
Telephone: (224) 632-4500

You may also contact your own attorney or other person to assist you at your own expense.



**TRADE NAMES AND YEARS USED**

Please list the trade names under which you have purchased MMA and/or Acrylic Products, and the dates during which the trade names were used. If you need more space, you should attach a separate sheet in the same format as this schedule and list the names and dates under the heading TRADE NAMES AND YEARS USED. Please put your name in the top right-hand corner of all separate sheets.

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**PURCHASES MADE ON BEHALF OF ANOTHER ENTITY**

If you made purchases of MMA and/or Acrylic Products on behalf of other entities, please list the names and addresses of those entities below. If you need more space, you should attach a separate sheet in the same format as this schedule and list the names and addresses under the heading PURCHASES MADE ON BEHALF OF ANOTHER ENTITY. Please put your name in the top right-hand corner of all separate sheets.

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**OTHER LOCATIONS (INCLUDING AFFILIATES AND SUBSIDIARIES)**

If you bought for locations or used a billing or delivery address other than the location listed in the Identity of Claimant section above, list the name and address of all those locations below. If you need more space, you should attach a separate sheet in the same format as this schedule and list the names and addresses under the heading OTHER LOCATIONS (INCLUDING AFFILIATES AND SUBSIDIARIES). Please put your name in the top right-hand corner of all separate sheets.

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**SCHEDULE OF MMA PURCHASES**

In the following table, list the dollar amount (in U.S. dollars) of your purchases, in the United States, of MMA made directly from each defendant during the Class Period. If you did not purchase MMA from a defendant during a particular year, write “none.”

	<b>ARKEMA<sup>1</sup></b>	<b>DEGUSSA<sup>2</sup></b>	<b>LUCITE<sup>3</sup></b>	<b>ICI<sup>4</sup></b>	<b>TOTALS</b>
1995	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1996	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1997	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1998	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1999	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2000	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2001	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2002	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2003	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<b>TOTALS</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

<sup>1</sup> “Arkema” refers to Arkema Inc. (f/k/a Atofina Chemicals, Inc. and Elf Atochem North America, Inc.), Arkema France (f/k/a Arkema S.A., Atofina S.A., and Elf Atochem S.A.), and Altuglas International.

<sup>2</sup> “Degussa” refers to Evonik Degussa GmbH (f/k/a Degussa AG), Evonik Degussa Corporation (f/k/a Degussa Corporation), Röhm GmbH & Co. KG, Röhm Americas LLC (n/k/a CYRO Industries), CYRO Industries and Cytec Industries Inc.

<sup>3</sup> “Lucite” refers to defendants Lucite International Ltd. and Lucite Inc.

<sup>4</sup> “ICI” refers to Imperial Chemical Industries, PLC and ICI Acrylics, Inc.

**SCHEDULE OF ACRYLIC PRODUCTS PURCHASES**

In the following table, list the dollar amount (in U.S. dollars) of your purchases, in the United States, of Acrylic Products made directly from each defendant during the Class Period. If you did not purchase Acrylic Products from a defendant during a particular year, write "none."

	ARKEMA <sup>5</sup>	DEGUSSA <sup>6</sup>	LUCITE <sup>7</sup>	ICI <sup>8</sup>	TOTALS
1995	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1996	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1997	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1998	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
1999	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2000	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2001	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2002	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2003	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
TOTALS	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

<sup>5</sup> "Arkema" refers to Arkema Inc. (f/k/a Atofina Chemicals, Inc. and Elf Atochem North America, Inc.), Arkema France (f/k/a Arkema S.A., Atofina S.A., and Elf Atochem S.A.), and Altuglas International.

<sup>6</sup> "Degussa" refers to Evonik Degussa GmbH (f/k/a Degussa AG), Evonik Degussa Corporation (f/k/a Degussa Corporation), Röhm GmbH & Co. KG, Röhm Americas LLC (n/k/a CYRO Industries), CYRO Industries and Cytec Industries Inc.

<sup>7</sup> "Lucite" refers to defendants Lucite International Ltd. and Lucite Inc.

<sup>8</sup> "ICI" refers to Imperial Chemical Industries, PLC and ICI Acrylics, Inc.



**CERTIFICATION**

(1) I have reviewed the completed Proof of Claim, and it is true and complete to the best of my knowledge and information and is based on claimant's records. If there are estimated purchases on the Schedule of MMA Purchases or Schedule of Acrylic Products Purchases, I have provided a written explanation of why the information was not available, the steps taken to locate the information, and the basis for the estimate, all of which is true to the best of my knowledge and information.

(2) Claimant is asserting its claim based on direct purchases listed in the Schedule of MMA Purchases and Schedule of Acrylic Products Purchases, which will be the basis of any recovery for its claim.

(3) I have the authority to execute this Certification on behalf of the Claimant.

(4) Unless indicated otherwise in this Proof of Claim, Claimant did not timely opt out of the class action.

**I HEREBY SWEAR UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS CLAIM FORM IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME OF PERSON SIGNING FOR CLAIMANT

\_\_\_\_\_  
TITLE OR POSITION OF PERSON SIGNING

\_\_\_\_\_  
PRINTED NAME OF CLAIMANT



**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

**Reminder Checklist:**

1. Please sign the Proof of Claim on page 16 and the Substitute Form W-9 on page 17.
2. Please be sure that **all** required information has been provided.
3. Keep a copy of the completed Proof of Claim, any attachments and all supporting documentation for your records.
4. The Claims Administrator will confirm the receipt of your claim in writing. Please do NOT assume that your claim has been filed until you receive confirmation, in writing, from the Claims Administrator. If you do not receive confirmation that your Proof of Claim has been filed, within thirty (30) days of your mailing the Proof of Claim, please contact the Claims Administrator toll free at 1-800-644-7835.
5. If you move after submitting your Proof of Claim, please send the Claims Administrator your new address.
6. If you have any questions concerning this Proof of Claim or need additional copies, contact the Claims Administrator at:

Methyl Methacrylate (MMA) Antitrust Litigation  
P.O. Box 58455  
Philadelphia, PA 19102-8455  
or [www.MMAantitrustlitigation.com](http://www.MMAantitrustlitigation.com)

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Methyl Methacrylate (MMA) Antitrust Litigation  
P.O. Box 58455  
Philadelphia, PA 19102-8455

**FIRST CLASS MAIL**

**PLEASE FORWARD—IMPORTANT LEGAL NOTICE**