

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE: SULFURIC ACID
ANTITRUST LITIGATION

) MDL Docket No. 1536
) Case No. 03 C 4576
)

This Document Relates To:

) Honorable Judge David H. Coar
) Magistrate Judge Jeffrey Cole
)

ALL ACTIONS

**NOTICE OF CLASS ACTION SETTLEMENT WITH
DEFENDANTS MARSULEX, INC. AND CHEMTRADE LOGISTICS (U.S.), INC.**

TO: All Persons and Entities (Excluding Federal, State, and Local Governmental Entities and Political Subdivisions, the Defendants, and their Respective Parents, Subsidiaries and Affiliates) Who Purchased Sulfuric Acid in the United States Directly from E. I. du Pont de Nemours and Company, Norfalco LLC, Noranda Inc., Noranda DuPont LLC, Falconbridge Ltd., Pressure Vessel Services, Inc., PVS Chemicals, Inc. (Ohio), PVS Chemical Solutions, Inc., PVS Nolwood Chemicals, Inc., GAC Chemical Corporation, Marsulex, Inc., Chemtrade Logistics (U.S.), Inc., Intertrade Holdings, Inc., Koch Sulfur Products Company, Koch Sulfur Products Company, LLC (“Defendants”) from and Including January 1, 1988 to January 16, 2003 (“Class Period”).

For Purposes of this Litigation, “Sulfuric Acid” Refers to Non-Fuming Sulfuric Acid (Chemical Formula: H₂SO₄) Which Is, for Illustration Purposes (Although Not Exclusively), Commonly Sold at Strengths of 93% and 98%. It Does Not Include Spent Regenerated or Florida Fertilizer Sulfuric Acid.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED BY LAWSUITS NOW PENDING IN THIS COURT.

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Illinois. The purpose of this Notice is to inform you that a proposed settlement has been reached on behalf of the Class with defendants Marsulex, Inc. and Chemtrade Logistics (U.S.), Inc. (hereafter “the Marsulex Defendants”) in the amount of One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000) (“Settlement Fund”).

This is a settlement with the Marsulex Defendants only. The lawsuit is continuing against all Defendants who have not already entered into settlement agreements with the Class.

BACKGROUND OF THE LITIGATION

Beginning in 2003, seven class action lawsuits were filed against various Defendants by purchasers of Sulfuric Acid. These lawsuits have been consolidated before the Court. Plaintiffs have filed a Third Consolidated Amended Complaint (“Complaint”) in which they allege that Defendants violated Section 1 of the Sherman Act, 15 U.S.C. §1, by engaging in a conspiracy to fix, raise, maintain and/or stabilize the price of Sulfuric Acid in the United States at artificially high prices, and/or to allocate markets and customers for the sale of Sulfuric Acid in the United States during the Class Period of January 1, 1988 through January 16, 2003. Plaintiffs further allege that, as a result of the conspiracy, they and other members of the proposed Class have been injured by paying more for Sulfuric Acid than they would have paid in the absence of the illegal conduct, and seek recovery of treble damages, together with reimbursement of costs and an award of attorneys’ fees.

Defendants deny the allegations of the Complaint and state that they have not violated the antitrust laws.

On July 13, 2006, Class Plaintiffs entered into a settlement agreement with defendant E.I. DuPont de Nemours and Company in the amount of \$5,000,000 and, by Order dated December 20, 2006, that settlement was approved by this Court and a Settlement Class was certified.

Thereafter, by order dated March 21, 2007, this Court certified a Class of all persons who purchased Sulfuric Acid from the Defendants between January 1, 1988 and January 16, 2003. Motions for summary judgment have been filed by certain Defendants and are currently pending.

At this time, neither Plaintiffs nor Defendants have proven their assertions. The Court expresses no opinion as to whether Plaintiffs' allegations are correct or whether Defendants have engaged in any wrongdoing. The purpose of this Notice is to inform you of the proposed settlement with the Marsulex Defendants.

SUMMARY OF PROPOSED SETTLEMENT WITH THE MARSULEX DEFENDANTS

Cash Terms

Plaintiffs, on behalf of the Class, have entered into an agreement with the Marsulex Defendants under which the Marsulex Defendants have paid into escrow One Million One Hundred and Twenty Five Thousand Dollars (\$1,125,000.00) in exchange for a release of all claims asserted on behalf of Settlement Class members against them for alleged price fixing and customer allocation of Sulfuric Acid in the United States. The Settlement Agreement with Class Counsel provides that up to \$50,000 may be paid out of the Settlement Fund for reasonable expenses associated with providing notice of the settlement to the proposed Class and expenses associated with administering the Settlement Fund (including claims administrator fees and bank fees).

If the Settlement Agreement with the Marsulex Defendants is approved by the Court, the settlement sum, plus accruing interest, net of expenses awarded to counsel by the Court, will be available for distribution to Class members in proportion to their direct purchases of Sulfuric Acid in the United States during the Class Period, pursuant to a plan of distribution to be submitted to the Court at the conclusion of the litigation. Plaintiffs' counsel are seeking approval for a total of 33% of the Settlement Fund, to be awarded for partial reimbursement of litigation costs and expenses paid by counsel to date, including notice costs. Counsel are not seeking any attorneys' fees in connection with this settlement.

Cooperation

In addition to paying the settlement amount of \$1,125,000, the Agreement requires the Marsulex Defendants to cooperate with Class Counsel in their continuing prosecution of Plaintiffs' claims against the remaining defendants. Such cooperation shall consist, *inter alia*, of (a) providing affidavits and, if necessary, testimony to establish the authenticity and admissibility of documents produced by the Marsulex Defendants; and (b) making available certain designated witnesses to testify at trial.

Release

The Settlement Agreement provides for Plaintiffs (and all "Releasors" as defined in the Agreement) to release and discharge the Marsulex Defendants (and all "Releasees" as defined in the Agreement) upon the Effective Date of the Settlement Agreement. The release contained within the Settlement Agreement provides as follows:

Upon the occurrence of the Effective Date and in consideration of payment of the Settlement Amount, as specified in Section D of this Agreement, and for other valuable consideration, . . . the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, proceedings and causes of action, whether class, individual, or otherwise in nature, damages whenever occurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorney's fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity that Releasors, or each of them, whether directly, indirectly or otherwise, representatively, derivatively, as a successor, member, or owner, or in any other capacity, ever had, now has, or hereafter can, shall, or may have, relating in any way to any conduct prior to the effective date of this Agreement concerning the manufacturing, pricing, selling, reselling, offering to sell or resell, refusing to sell, supplying, bidding, discounting, marketing or distribution of Sulfuric Acid by the Releasees, including but not limited to, any conduct alleged, and causes of action asserted, or that could have been alleged or asserted in the cases that have been coordinated in the Action, or which arise under any U.S. federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law, or similar state statute or common law claim, including without limitation, the Sherman Act, 15 U.S.C. § 1 et seq., or arising under any foreign laws from the beginning of time to the Effective Date of this Agreement (hereinafter, the "Released Claims"). Nothing in this Agreement shall settle or compromise any claims by purchasers not located in the United States who purchased Sulfuric Acid outside the United States or claims made by indirect purchasers of Sulfuric Acid. Further, in addition to the foregoing, this Release shall not affect the rights of Releasors to seek damages or other relief from any person based on any product liability or breach of contract, or other claims unrelated to the subject

matter of the Action. The Releasors shall not, after the date of this Agreement, seek to recover against any of the Releasees on any of the Released Claims.

The release does not settle or compromise any claim by Plaintiffs or any Class Member with any Defendant other than the Marsulex Defendants. The Settlement Agreement specifically reserves all rights of Plaintiffs and the Class Members against all Defendants other than the Marsulex Defendants. This Agreement is not intended to preclude a claim for damages by Plaintiffs against the remaining Defendants or other alleged co-conspirators on the basis of the sales of Sulfuric Acid in the United States by the Marsulex Defendants or any entity in which the Marsulex Defendants participated.

THE SETTLEMENT HEARING

The Court will hold a hearing on **May 15, 2008** at 9:00 a.m. at the United States District Court, Everett McKinley Dirksen Building, 219 South Dearborn Street, Courtroom 1419, Chicago, Illinois 60604, to determine whether the proposed settlement of the litigation between the Class and the Marsulex Defendants should be approved as fair, reasonable and adequate. The hearing may be continued without further notice.

If you wish to object to the Agreement of Settlement, you must do so in writing. Your objection must include the caption of this litigation; must be signed; and must be sent via certified mail, return receipt requested, postmarked by **April 25, 2008**, to the Clerk of Court, United States District Court, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604, and to the following counsel set forth below, via First Class Mail, postage prepaid.

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If you do not object to the proposed settlement, you need not appear at the hearing, nor file or serve any papers.

CHANGE OF ADDRESS, ADDITIONAL INFORMATION

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your correct address to Class Counsel listed above.

The Settlement Agreement, the Complaint and other documents filed in this action are available for review during normal business hours at the offices of Clerk of Court, United States District Court, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604. Copies of pertinent litigation documents, including the Complaint, and the Settlement Agreement with the Marsulex Defendants, are available at the following website: <http://www.hrsclaimsadministration.com/cases/sulf/>

If you have questions concerning this Notice or the litigation, you may contact Class Counsel for the Plaintiffs. **Please do not contact the Clerk of Court or the Judge.**

Dated: March 4, 2008

BY ORDER OF:
The Clerk of Court for the District Court
for the Northern District of Illinois

Sulfuric Acid Antitrust Litigation
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