

QUESTIONS? VISIT WWW.TitaniumPaintSettlement.COM OR CALL 1-877-388-5623
Preguntas? Visite la página web WWW.TitaniumPaintSettlement.COM o llama 1-877-388-5623

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

If you bought paint for use (not resale) at your home or business between January 1, 2002, and December 13, 2017, please read this notice carefully, because your legal rights may be affected by the proposed settlement of a class action lawsuit. You may also qualify for cash and other benefits from the proposed settlement.

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

This Notice provides information about a settlement that has been proposed in a class action lawsuit involving architectural paint purchased between January 1, 2002, and December 13, 2017, which paint contained, in some form, titanium dioxide, manufactured by E.I. DuPont de Nemours and Company, Huntsman International LLC, Kronos Worldwide, Inc., and Cristal USA Inc., f/k/a Millennium Inorganic Chemicals Inc. (the "Defendants"). This paint is referred to throughout this Notice as the "Architectural Paint." For clarity, as an example, Architectural Paint would include any paint you would have used to paint something around your home or business such as walls, floors, ceilings, or some other surface either inside or outside.

The proposed settlement provides cash compensation and other benefits to those who bought Architectural Paint for use. If the paint was bought for resale, the paint is not included in the settlement.

If you purchased Architectural Paint between January 1, 2002, and December 13, 2017, for personal use, not resale, your legal rights are affected by the proposed settlement whether you act or not.

Read this notice carefully.

Si usted desea obtener una copia de este documento legal en Español, favor de actuar inmediatamente y visite la página web www.TitaniumPaintSettlement.com o escriba al Administrador de Reclamos: Titanium Dioxide Paint Settlement Administrator, P.O. Box 1571, West Palm Beach, FL 33402.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

What Are Your Options?

SUBMIT A CLAIM FORM The only way to get a payment.
DO NOTHING..... Get no payment, but be bound by the terms of the settlement.
OBJECT Claimants write to the Court about why you don't like the settlement, but remain in the settlement class and bound by the terms of the settlement.
GO TO A HEARING..... Ask to speak in Court about the fairness of the settlement.
OPT OUT Request to be excluded from the settlement class. Receive no payment from this settlement and may pursue available legal remedies at your own expense.

- These legal rights and options—and the deadlines to exercise them—are explained in this notice.

- A Court still has to decide whether to approve the settlement. If the settlement is approved and becomes “final,” payments will be provided to people who send in valid claims, and all class members who have not opted out will be bound by the terms of the settlement.

KEY DATES

Deadline to request exclusion from the Class (Opt-out)	Must be postmarked or received by June 15, 2018.
Deadline to send in a Claim Form	Must be postmarked or received by June 15, 2018.
Deadline to object to the settlement	Must be postmarked or received by June 15, 2018.
Deadline to send your Notice of Intention to Appear at the Fairness Hearing	Must be postmarked or received by June 15, 2018.
Court’s Fairness Hearing.	August 16, 2018 at 1:30 p.m.

QUESTIONS? READ THE FOLLOWING PAGES, VISIT www.TitaniumPaintSettlement.com OR CALL 1-877-388-5623.

1. Why did the court issue this notice?

The Court issued this Notice because you have a right to know about a proposed settlement in this class action lawsuit. You also have a right to know about all of your options before the Court decides whether to approve the settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get benefits. Judge Beth Labson Freeman of the United States District Court of the Northern District of California, San Jose Division is in charge of the lawsuit in which the settlement is proposed. The lawsuit is called *Jan Harrison, et al. v. DuPont, et al.*, Case No. 5:13-cv-01180-BLF. The people who sued (Jan Harrison and others) are called the Plaintiffs, and the companies that were sued are called the Defendants. You need not live in California to receive benefits under the proposed settlement.

2. What is the lawsuit about?

The central issue in the lawsuit is Plaintiffs’ allegations that the Defendants violated the antitrust laws by conspiring to fix, raise, maintain, and stabilize the price of titanium dioxide in violation of Section 1 of the Sherman Act, 15 U.S.C. and various state antitrust, unfair competition, unjust enrichment, and consumer protection laws. The Defendants deny all of Plaintiffs’ allegations of wrongdoing and assert defenses to Plaintiffs’ claims. In simpler terms, Plaintiffs claim Defendants made paint prices higher by illegally pricing titanium dioxide and Defendants deny they did anything illegal or that paint prices for consumers changed as a result of the price of titanium dioxide changing, up or down.

The Court has made no determination about the strengths or weaknesses of either Plaintiffs’ contentions or the Defendants’ defenses. Instead, to put an end to complex and expensive litigation, Plaintiffs and the Defendants have entered into a Settlement Agreement.

3. Is the lawsuit involved a class action?

Yes.

4. What is a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who have similar legal claims. All these people together are a “Class,” and each person individually is a “Class Member.” One court resolves the issues for the entire Class and each of the Class Members. In this lawsuit, Jan Harrison, Lee Ranalli, Morgan Tanner, Spencer Hathaway, Todd Turley, Debbie Hale, Keli Anno, John Zullo, Christopher Kuon-Tsen Lee, Jim Buckingham, Tanda Saxton, John Wozniak, Jerome Sherman, Beverly Jenkins, David Petersen, Tom Stever, Brian Bawol, Ransome Foose, and Stacy Franklin are the Class Representatives.

The Defendants, or parties being sued, are E.I. DuPont de Nemours and Company; Huntsman International LLC; Kronos Worldwide, Inc.; and Cristal USA Inc., f/k/a Millennium Inorganic Chemicals Inc.

5. How do I know if I am a Class Member?

You are a Class Member and, thus, affected by the proposed settlement and eligible for benefits under the proposed settlement if one of the two definitions below describes you:

Injunctive Relief National Settlement Class: All purchasers in the United States of Architectural Paint for personal use and not for resale containing, in some form, Titanium Dioxide manufactured by one or more of the Defendants or co-conspirators, or any predecessors, parents, subsidiaries, or affiliates thereof from January 1, 2002 until December 13, 2017.

Damages Settlement Class: All purchasers who either: (i) purchased Architectural Paint from a seller in a Damages State, or (ii) who reside in a Damages State and purchased Architectural Paint in the United States, provided that in either case the Architectural Paint purchased was for personal use and not for resale containing, in some form, Titanium Dioxide manufactured by one or more of the Defendants or co-conspirators, or any predecessors, parents, subsidiaries, or affiliates thereof from January 1, 2002 until December 13, 2017. The Damages States include: Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

For purposes of this settlement, Architectural Paint purchased in the United States between January 1, 2002 and December 13, 2017 is presumed to contain Titanium Dioxide manufactured by one or more of the Defendants or co-conspirators, or any predecessors, parents, subsidiaries, or affiliates.

6. What is “Architectural Paint”?

For purposes of this settlement, Architectural Paint means pigmented liquid, liquefiable, or mastic composition designed for application to a substrate in a thin layer which is converted to an opaque solid film after application containing titanium dioxide. In more straightforward language, it means paint you would have used at your home, business, or other location to paint walls, floors, ceilings, or some other surface either inside or outside.

7. What is “Titanium Dioxide”?

Titanium Dioxide refers to the chemical titanium dioxide (TiO₂), regardless of type, form, grade, product, or manufacturer.

8. Who represents the Settlement Class?

Jan Harrison, Lee Ranalli, Morgan Tanner, Spencer Hathaway, Todd Turley, Debbie Hale, Keli Anno, John Zullo, Christopher Kuon-Tsen Lee, Jim Buckingham, Tanda Saxton, John Wozniak, Jerome Sherman, Beverly Jenkins, David Petersen, Tom Stever, Brian Bawol, Ransome Foose, and Stacy Franklin are the representatives of the Settlement Class. The Court designated the law firms Barrett Law Group, P.A., by Don Barrett, and Cuneo Gilbert & LaDuca, LLP, by Jonathan W. Cuneo, as Class Counsel and Settlement Class Counsel.

9. What are the benefits available under the settlement?

The Defendants have agreed to make a cash payment of \$0.76 per gallon of paint for all eligible claims by Damages Settlement Class Members. To be eligible, a Damages Settlement Class Member must submit a Claim Form, along with any required proof, on or before the deadline of June 15, 2018. Damages Settlement Class Members may make claims without proof of purchase for up to 10 gallons of paint. Claims made for 11 or more gallons of paint require proof of purchase, and no claim may exceed 2,000 gallons of paint.

In the event that monies remain in the Settlement Fund following the completion of distribution to all claimants, the remaining funds shall be distributed to the Damages Settlement Class Members who made claims against the Settlement Fund on a pro rata basis.

In the event that Damages Settlement Class Members make claims in excess of the Settlement Fund, the payment of such claims will be reduced on a pro rata basis, resulting in a reimbursement of less than \$0.76 per gallon of paint.

To qualify for this benefit, you must complete, sign, and submit a Claim Form as described below, along with any required proof of purchase. For more details about the Claim Form process, see the Claim Form and the descriptions below.

10. I'm still not sure I'm included.

If you are not sure whether you are included, you can get help by visiting www.TitaniumPaintSettlement.com or calling toll-free 1-877-388-5623. You are not required to pay anyone to assist you in obtaining information about the settlement.

11. What does the proposed settlement provide?

The total settlement amount provides for Defendants to pay \$3,500,000.00. This amount will be used to compensate Damages Settlement Class Members who submit eligible claims for the purchase of Architectural Paint containing Titanium Dioxide manufactured by the Defendants. The proposed settlement also provides additional non-monetary benefits to the Injunctive National Relief Class.

12. How much would my payment be?

We do not know how much your payment would be at this time. The amount of your payment will be based on the claim you submit, including whether you have sufficient proof to establish that you purchased more than ten (10) gallons of Architectural Paint containing Titanium Dioxide manufactured by the Defendants during the relevant time period should you submit a claim for more than ten gallons. Please see the instructions below for how to submit a Claim Form to request a payment.

13. How can I get a Payment?

If you are a member of the Damages Settlement Class described in Question 5, you may fill out and submit a Claim Form to ask for the benefits provided by the settlement for which you can prove you are eligible. You may submit a claim form and any required supporting documents online at www.TitaniumPaintSettlement.com. You may also submit a claim by mail to Titanium Dioxide Paint Settlement Administrator, P.O. Box 1571, West Palm Beach, FL 33402. You can get additional Claim Forms at www.TitaniumPaintSettlement.com or by calling 1-877-388-5623.

The Claim Form asks you for information about your purchase of Architectural Paint for personal use containing some form of Titanium Dioxide manufactured by one or more of the Defendants. Follow the instructions on the Claim Form closely. You must sign the Claim Form under penalty of perjury either in ink or electronically and either submit it online or mail it to the Settlement Administrator. Submitting a fraudulent claim is against the law.

Your Claim Form must be **postmarked by June 15, 2018** if submitted via mail or actually received by the Settlement Administrator if submitted electronically **no later than June 15, 2018**. If you miss the deadline, you will lose your right to participate in the monetary benefits of the proposed settlement.

14. Do I have a lawyer in the case?

Yes. The Court has appointed the law firms listed below to represent you and other Class Members in the settlement. These lawyers are called Class Counsel. You will not be charged for services performed by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel about this settlement.

CLASS COUNSEL	
BARRETT LAW GROUP, P.A. Don Barrett (Pro Hac Vice) P.O. Box 927 404 Court Square Lexington, MS 39095	CUNEO GILBERT & LADUCA, LLP Jonathan W. Cuneo (Pro Hac Vice) 4725 Wisconsin Avenue NW Suite 200 Washington, D.C. 20016

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorney's fees of \$750,000 plus reasonable costs and expenses for their work on behalf of you and other Class Members. The Court may approve less than the requested amount. The attorneys' fees and costs will be paid from the \$3,500,000.00 described in the answer to question 11. The costs to notify the Class of the settlement and to administer the settlement will also be paid out of the \$3,500,000.00 described in the answer to question 11. Finally, Class Counsel will ask for an incentive award for each class representative, not to exceed \$1,500 each, to compensate them for their time and efforts in this matter.

16. Why is class counsel recommending the proposed settlement?

Class Counsel reached this settlement after weighing the risks and benefits to the Settlement Classes, described in the answer to question 5, of this settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial, and appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Classes, described in the answer to question 5.

17. If the Court approves the proposed settlement, what happens to any claims I may have against the Defendants?

Unless you opt out, as described in the answer to question 19, if the settlement receives final judicial approval, it will result in a release by you of all claims except (1) any claims made by direct purchasers of TiO₂ as to such direct purchasers, (2) claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost, damaged, or delayed goods, product defect, breach of warranty, securities, or any comparable claims relating to TiO₂; or (3) damages claims asserted by or on behalf of citizens of states outside the Damages States arising out of purchases of Architectural Paint by purchasers outside of the Damages Settlement Class.

18. How and when will the Settlement Administrator process claims for reimbursement?

A. Validation of Claims for Reimbursement. If the Court approves the settlement after the hearing, there may be appeals. The Settlement Administrator will begin reviewing all Claim Forms once those appeals, if any, are resolved. If you submit a timely Claim Form, the Settlement Administrator will evaluate it based on all the information and documentation you have provided. If your Claim Form and accompanying materials do not meet all of the requirements specified above, you will receive a letter from the Settlement Administrator informing you of the deficiency. You will then have 60 days to cure the deficiency. If you have not cured the deficiency after 60 days, your claim will be deemed invalid, the Settlement Administrator will deny your claim, you will not receive any reimbursement payment, and you will be informed by mail of that decision. If the Settlement Administrator denies your claim, in full or in part, and you believe your claim should not have been denied, you may challenge that decision by mailing the notice of denial and a copy of your Claim Form to Settlement Class Counsel by first-class United States Mail within 30 days of the postmark on the Settlement Administrator's notice of denial of your claim. Class Counsel will attempt to resolve your claim with the Defendants. If Class Counsel is unable to resolve the dispute through negotiation with the Defendants after 21 days, the decision of the Settlement Administrator will become final.

The Defendants may object to a claim approved by the Settlement Administrator if the claim appears to the Defendants to be fraudulent or not in compliance with the Claim Form requirements. Any such objection must be made within 30 days after the Defendants have received from the Settlement Administrator written notice of the approval. The Defendants and Class Counsel will attempt in good faith to resolve each such objection. If the Defendants and Class Counsel cannot resolve

such objections, the Defendants and Class Counsel will submit the issue to an arbiter or mediator, whose decision will become final.

B. Payment of Validated Claims for Reimbursement. If the Settlement Administrator approves your Claim Form and accompanying materials as a Valid Claim, and if the Defendants do not timely file an objection to that approval, the Settlement Administrator will send your reimbursement funds by check sent via first-class United States Mail. The payment will be made within 45 days after the time for the Defendants to file any objection has expired. If the Settlement Administrator denies your claim and you object to that denial, Class Counsel will attempt to resolve your claim with the Defendants. If the negotiation between Class Counsel and the Defendants results in a finding that your claim should be approved, the Settlement Administrator will send your payment within 45 days after Class Counsel and the Defendants have approved your claim and stated the amount to be paid to you. If the Settlement Administrator approves your Claim Form and accompanying materials as a Valid Claim, the Defendants timely file an objection to that approval, and the arbiter overrules the Defendants' objection, the Settlement Administrator will send your payment within 45 days after the arbiter has overruled the Defendants' objection. No payment referred to in this Paragraph 18.B shall be due until at least 45 days after the time period to appeal the Court's final approval of this settlement has expired.

C. No Payment Until Appeals Are Resolved. If any notice of an appeal from the Final Approval Order or the judgment provided therein is timely filed by any party, objector, claimant, or other person, the settlement will not be or become final or effective, the Defendants will have no obligation to make any payment to any Settlement Class Member, and the Settlement Administrator will make no payment to any Settlement Class Member, unless and until each such appeal has been finally adjudicated and the Final Approval Order, including the judgment therein, has been upheld in all respects by each such final adjudication. Please be patient.

19. Can I opt- out of the settlement?

Yes. If you are a Class Member, you may exclude yourself (opt out) from this case by sending a letter stating your name, address, telephone number to the following address by June 15, 2018:

Titanium Dioxide Paint Settlement Administrator
P.O. Box 1571
West Palm Beach, FL 33402

Your letter must clearly state that you wish to opt yourself out of the Settlement Class(es), and which class. If you opt out and exclude yourself from the Class, you will not be eligible to participate in any aspect of the settlement. If you opt out, you may pursue any legal remedies available under law at your own expense.

20. How do I tell the Court that I don't like the settlement?

If you're a Class Member and don't opt out as explained in question 19, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Regardless of whether you object to the settlement, you are still bound by the settlement. In the event the Court approves the settlement over your objection, you may appeal denial of your objection.

To object, you must send your objection to the Court and to the Settlement Administrator. Be sure to include the full name of the case and the case number (*Jan Harrison, et al. v. DuPont, et al.*, Case No. 5:13-cv-01180-BLF), your name, address, telephone number, signature, and the reasons why you object to the settlement. Send a copy of your objection to both of the addresses listed below. Your objection must be postmarked no later than June 15, 2018 if submitted via mail or actually received no later than June 15, 2018 if submitted electronically.

COURT

Clerk of the Court
U.S. District Court Northern District of California
450 Golden Gate Avenue
San Francisco, California 94102-3489

SETTLEMENT ADMINISTRATOR

Titanium Dioxide Paint Settlement Administrator
P.O. Box 1571
West Palm Beach, FL 33402

21. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Fairness Hearing on August 16, 2018, at 1:30 p.m. at the U.S. District Court Northern District of California, San Jose Division located at 280 South 1st Street, San Jose, California 95113. At this hearing the Court will consider whether the settlement is fair, adequate, and reasonable. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will make its decisions. We do not know how long this will take.

22. What else will be decided at the August 16, 2018, at 1:30 p.m. hearing?

At the Fairness Hearing, Settlement Class Counsel will ask the Court to approve payment of their fees and costs described in Question 15, above. The Court will consider whether and how much to pay Class Counsel.

23. Do I have to come to the August 16, 2018, at 1:30 p.m. hearing?

No. Class Counsel will answer questions that the Court may have. But, you are welcome to come at your own expense. If you file an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You also may pay your own lawyer to attend, but it's not necessary.

24. May I speak at the August 16, 2018, at 1:30 p.m. hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a "Notice of Intention to Appear" to the Clerk of the Court and to the Settlement Administrator at the addresses listed above in Question 21. Be sure to include the case name and the case number (*Jan Harrison, et al. v. DuPont, et al.*, Case No. 5:13-cv-01180-BLF), your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked by June 15, 2018 if submitted via regular mail or actually received by the Court and the Settlement Administrator no later than June 15, 2018 if submitted electronically.

25. What is the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the settlement only if you stay in the settlement. Opting out of the settlement is telling the Court that you don't want to be part of the settlement. If you opt out or exclude yourself, you have no basis to object, because the case no longer affects you. If you object, and the Court approves the Settlement anyway, you will still be legally bound by the result. You may appeal denial of your objection.

26. What happens if I do nothing at all?

If you do nothing, and if you don't file a Claim Form by the deadline in question 13, you will not get a payment from this settlement. You will still be part of the Injunctive Relief class. If you do not opt out and exclude yourself from the Settlement Class, you will be legally bound by the settlement and release and cannot sue the Defendants about the legal claims in this case.

27. How do I get more information about the settlement?

If you have questions, visit www.TitaniumPaintSettlement.com or call toll free 1-877-388-5623.

28. Are there more details about the settlement?

This Notice only summarizes the proposed settlement. For precise terms and conditions of the settlement, please see the Settlement Agreement, available at www.TitaniumPaintSettlement.com. More details are in the Settlement Agreement, which you can read or print at www.TitaniumPaintSettlement.com, by calling 1-877-388-5623. You may also contact Class Counsel as identified in question 14.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
CALLING	Call the Settlement Administrator toll-free at 1-877-388-5623 to ask questions and receive copies of documents.
CONTACTING CLASS COUNSEL	<p>CUNEO GILBERT & LADUCA, LLP Jonathan W. Cuneo (Pro Hac Vice) 4725 Wisconsin Avenue NW, Suite 200 Washington, D.C. 20016</p> <p>OR</p> <p>BARRETT LAW GROUP, P.A. Don Barrett (Pro Hac Vice) P.O. Box 927 404 Court Square Lexington, MS 39095</p>
VISITING THE SETTLEMENT WEBSITE	Please go to www.TitaniumPaintSettlement.com , where you will find answers to common questions and other detailed information to help you, including copies of selected documents from the case and proposed settlement.
REVIEWING LEGAL DOCUMENTS	<p>In addition to the documents available at www.TitaniumPaintSettlement.com, you can review the legal documents that have been filed with the Clerk of Court in these cases at:</p> <p>United States District Court, Northern District of California 280 South 1st Street San Jose, California 95113</p>
ACCESSING PACER	You can access the Court dockets in these cases through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov .

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, THE DEFENDANTS, OR THEIR AGENTS FOR INFORMATION ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.

KEY DATES

Deadline to request exclusion from the Class	Must be postmarked or received by June 15, 2018.
Deadline to send in a Claim Form	Must be postmarked or received by June 15, 2018.
Deadline to object to the settlement	Must be postmarked or received by June 15, 2018.
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