

DONALD BROPHY,	:	COURT OF COMMON PLEAS
	:	OF PHILADELPHIA COUNTY
Plaintiff,	:	
	:	CLASS ACTION
v.	:	
	:	JANUARY TERM, 2004
PHILADELPHIA GAS WORKS, et al.,	:	
	:	No. 197
Defendants.	:	

SECOND AMENDED SETTLEMENT AGREEMENT

This Second Amended Settlement Agreement is entered into this 24th day of October, 2008, between, on the one hand, the Settlement Classes (as that term is defined below) and the Named Plaintiff (as that term is defined below), and, on the other hand, the Defendants (as that term is defined below). As set forth more fully below, this Second Amended Settlement Agreement will be binding and effective only upon final approval and entry of a Dismissal Order, as set forth in Section III.12 hereof.

I. DEFINED TERMS

1. Claims Administrator. "Claims Administrator" shall mean Lead Class Counsel, or such other person or entity hired by Lead Class Counsel, as that term is defined herein.
2. Class Action. "Class Action" refers to the action captioned Donald Brophy v. Philadelphia Gas Works, et al., C.C.P. Philadelphia County, January Term, 2004, No. 197.
3. Class Member(s). "Class Member(s)" means all individuals and entities who are members of the Site Testing Class, the Medical Testing Class, and/or the Mercury Regulator Removal Class, as those terms are defined herein.

4. Class Plaintiffs. “Class Plaintiffs” mean Donald Brophy, the named plaintiff in this action, and all persons who are members of the putative classes identified in the Complaint or Amended Complaint filed in this Class Action, as those terms are defined herein.

5. Court. The “Court” means the Philadelphia County Court of Common Pleas.

6. Defendants. “Defendants” shall mean Philadelphia Gas Works (“PGW”) and Philadelphia Facilities Management Corporation, the named defendants in this Class Action.

7. Effective Date. The effective date of this Second Amended Settlement Agreement shall be thirty (30) days after entry of Final Judgment, as that term is defined herein.

8. Final Judgment. “Final Judgment” shall be deemed entered only after both of the following have occurred: (a) the Court gives final approval to this Second Amended Settlement Agreement by executing an Order that is the same in substance as the form of Final Judgment and Dismissal Order attached hereto as Exhibit A; and (b) the time in which to seek review or appeal of such order has expired without any review or appeal having been taken, or, if such review or appeal is taken, such review or appeal has been finally determined (subject to no right of further review or appeal) by the highest court before which such review or appeal can be sought and allowed, and such review or appeal has been resolved in such manner as to permit the consummation of this Second Amended Settlement Agreement in accordance with all of its terms and provisions.

9. Lead Class Counsel. Alan M. Feldman, Esquire and Thomas More Marrone, Esquire of the law offices of Feldman, Shepherd, Wohlgelemer, Tanner & Weinstock, are proposed to be designated by the Court as “Lead Class Counsel.”

10. Medical Testing Class. The “Medical Testing Class” means all individuals, including but not limited to those in the Site Testing Class, who have been exposed to mercury from a Mercury Regulator.

11. Mercury Regulator(s). “Mercury Regulator(s)” means those natural gas pressure regulators and associated equipment used by PGW as part of its natural gas delivery system that contained some quantity of mercury.

12. Mercury Regulator Removal Class. The “Mercury Regulator Removal Class” means all individuals and entities who currently own or occupy property in Philadelphia built on or before December 31, 1979 at which PGW has installed, but, as of the date the Court gives final approval to this Second Amended Settlement Agreement, not yet removed, a Mercury Regulator, as that term is defined herein.

13. Named Plaintiff. “Named Plaintiff” means Donald Brophy.

14. Notice of Proposed Class Action Settlement. “Notice of Proposed Class Action Settlement” means notice of this proposed settlement, in substantially the same form as Exhibit B to this Second Amended Settlement Agreement.

15. Plaintiff’s Counsel. The following attorneys are designated as “Plaintiff’s Counsel:” Lead Class Counsel, Alan M. Feldman, Esquire and Thomas More Marrone, Esquire of Feldman, Shepherd, Wohlgelernter, Tanner & Weinstock.

16. Preliminary Approval Order. “Preliminary Approval Order” means an order, in substantially the same form as Exhibit C to this Second Amended Settlement Agreement, preliminarily approving this Second Amended Settlement Agreement and conditionally certifying the Settlement Classes.

17. Settlement Classes. “Settlement Classes” means the Site Testing Class, the Medical Testing Class, and the Mercury Regulator Removal Class.

18. Site Testing Class. The “Site Testing Class” means all individuals and entities who currently own or occupy property in Philadelphia built on or before December 31, 1979 from which PGW has removed a Mercury Regulator on or before the date that the Court gives final approval to this Second Amended Settlement Agreement.

19. Tenant. “Tenant” shall mean the occupant of a living unit who is not also the owner of the living unit or who does not reside with the owner of the living unit.

II. RECITALS

1. A natural gas pressure regulator is a safety device used for maintaining a safe level of gas pressure in homes.

2. From approximately the 1950s until the mid-1970s, PGW installed Mercury Regulators in those locations within the City of Philadelphia that receive gas service through intermediate or high pressure gas lines, in order to reduce and regulate the gas pressure in those areas.

3. As technology progressed, the gas industry developed an alternative natural gas pressure regulator using a mechanical spring relief valve in lieu of mercury (“spring regulators”).

4. Consequently, since at least January 1, 1980, PGW has been removing Mercury Regulators from locations where they were installed, and has been replacing previously installed Mercury Regulators with spring regulators, and, since at least January 1, 1980, has been installing spring regulators in newly constructed locations that receive gas service through intermediate or high pressure gas lines.

5. On January 5, 2004, Donald Brophy and Johannah Casey filed a Civil Action Complaint (the "Complaint") against Defendants, alleging, inter alia, that they and others similarly situated sustained damages and losses as a result of Defendants' removal of Mercury Regulators from residential homes in Philadelphia from 1980 to the present. The Complaint sought damages and injunctive relief under theories of negligence and strict liability, as well as under Pennsylvania's Hazardous Sites Cleanup Act, 35 P.S. §§ 6020.101 et seq. ("HSCA").

6. On March 5, 2004, Donald Brophy and Johannah Casey filed a First Amended Class Action Complaint (the "Amended Complaint") on their own behalf and on behalf of all persons who, from 1980 to the present, owned or occupied property from which PGW removed Mercury Regulators. In the Amended Complaint, Donald Brophy and Johannah Casey asserted a claim pursuant to HSCA, but deleted their claims for negligence and strict liability.

7. On October 26, 2004, the Court dismissed Johannah Casey's claims in their entirety, leaving Donald Brophy as the only named plaintiff in the Class Action.

8. By Order dated July 21, 2008, the Court granted the Named Plaintiff's motion for class certification. By Order dated September 18, 2008, the Court denied Defendants' motion to certify the July 21, 2008 Order for interlocutory appeal.

9. Defendants have at all times denied, and continue to deny, each and every claim of wrongdoing raised against them in the Complaint, the Amended Complaint and otherwise in the Class Action. Further, Defendants deny that either is liable in any way to the Named Plaintiff or the Class Plaintiffs.

10. Defendants recognize the expense and time necessary to continue the Class Action through trial and the appeals that may follow, the burden upon them and interference with their ordinary business operations that could be caused by the continued litigation, and the

uncertainty inherent in predicting the outcome of the Class Action. The Named Plaintiff and Plaintiff's Counsel likewise recognize the expense and time necessary to continue the Class Action and the uncertainty inherent in predicting its outcome. Defendants, the Named Plaintiff and Plaintiff's Counsel have concluded, therefore, that it is in their best interests to resolve the Class Action to avoid the uncertainty associated with continuing this Class Action, and to put to rest all of the claims that were, or could have been, brought in the Class Action. The Class Plaintiffs and Defendants entered into a Settlement Agreement dated July 18, 2005, submitted to the Court in a Motion for Preliminary Approval of Class Action Settlement in Accordance With Pennsylvania Rule of Civil Procedure 1714. Following a conference with the Court on August 17, 2005, the Class Plaintiffs and Defendants determined to enter into an Amended Settlement Agreement dated October 21, 2005, which was jointly submitted to the Court for Preliminary Approval.

11. On April 13, 2006, the Court entered an Order which granted preliminary approval of the October 21, 2005 Amended Settlement Agreement. However, the Court's April 13, 2005 Order expressed certain reservations concerning the Amended Settlement Agreement. Following a further conference with the Court on January 3, 2008, the parties engaged in further discussions to address concerns raised by the Court. Following the Court's July 21, 2008 Order granting Plaintiff's motion for class certification and the Court's September 18, 2008 Order denying Defendants' motion to certify the July 21, 2008 Order for interlocutory appeal, the parties engaged in still further discussions, which resulted in the agreement reflected herein. As a result of those further discussions, the Class Plaintiffs and Defendants have entered into this Second Amended Settlement Agreement, which shall supersede all previous agreements between them.

12. Plaintiff's Counsel have investigated the facts and circumstances underlying the issues raised in this action, and have researched the law applicable to these issues and claims. Plaintiff's Counsel recognize the difficulty of complex litigation, the uncertainty inherent in predicting the outcome of the Class Action, and the desire to provide an immediate benefit to the Settlement Classes rather than to continue this litigation where any benefit obtained, if any, will be further delayed. Based on these considerations, Plaintiff's Counsel have concluded that the settlement set forth in this Second Amended Settlement Agreement, which is the product of additional arm's length negotiations between the parties, and adequately addresses issues raised by the Court, is fair, reasonable, adequate, and in the best interests of the Named Plaintiff, the Class Plaintiffs, the Settlement Classes and the classes certified by the Court in its July 21, 2008 Order.

13. This Second Amended Settlement Agreement reflects a compromise between the parties of disputed claims concerning the interpretation and construction of the facts and law governing the parties' conduct, and shall, in no event, be construed or be deemed to be an admission or concession by either party of the truth or validity of any claim or defense asserted in the Class Action.

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

III. AGREEMENT

1. The foregoing Definitions and Recitals are incorporated herein by reference and are made a part of this Second Amended Settlement Agreement.

2. Class Certification. The parties hereto will seek, as a condition to this Second Amended Settlement Agreement, an Order of the Court conditionally certifying the: (a) Site Testing Class; (b) Medical Testing Class; and (c) Mercury Regulator Removal Class.

3. Class Members' Right to Opt Out. Any Class Member may elect to be excluded from the Settlement Classes by opting out of the Settlement Classes within the time set by the Court, which shall be at least fourteen (14) days prior to the date scheduled by the Court to consider the fairness of this Second Amended Settlement Agreement (the "Opt-Out Period"). A Class Member shall opt out of the Settlement Classes by returning to Lead Class Counsel the form accompanying the Notice of Proposed Class Action Settlement, indicating a desire to opt out of the Settlement Classes to which such Class Member belongs, which mailing shall be postmarked no later than the end of the Opt-Out Period. Any Class Member who timely mails notice of a desire to opt out of the Settlement Classes shall be deemed to have opted out of all Settlement Classes to which the Class Member belongs by definition. Any Class Member who opts out shall neither be bound by the terms of this Second Amended Settlement Agreement nor be entitled to any of the benefits set forth in this Second Amended Settlement Agreement. As set forth in Section III.14 of this Second Amended Settlement Agreement, Defendants shall have the exclusive right, exercisable in their sole discretion, to void this Second Amended Settlement Agreement if six hundred (600) or more Class Members submit timely notices to be excluded from one or more of the Settlement Classes.

4. Settlement Terms. Once this Second Amended Settlement Agreement receives Final Approval and Final Judgment is entered, then the following relief shall be provided:

- a. Relief for Members of the Site Testing Class.
 - i. At PGW's election, PGW shall either provide for the testing of living units eligible for such relief under this Second Amended Settlement Agreement to those members of the Site Testing Class who choose to receive such testing in accordance with the terms

set forth herein, or pay for the cost of such testing to be provided by a contractor engaged by Lead Class Counsel to perform such testing at a cost that shall not exceed \$312 per living unit. For purposes of this Second Amended Settlement Agreement, a “living unit” is a single-family residence, or each separate living area within a duplex, (i.e., “up and down”), twin (i.e., “side by side”), apartment, or such other discrete area occupied by one or more members of the Settlement Classes.

- ii. For each member of the Site Testing Class who has submitted a valid, fully completed Request for Site Testing Form in accordance with Section III.6 of this Second Amended Settlement Agreement, PGW shall, at PGW’s election, either (a) test the living unit for the presence of visible mercury or mercury vapor pursuant to the site testing protocol attached hereto as Exhibit D; or (b) pay for the cost of such testing to be provided by a contractor engaged by Lead Class Counsel to perform such testing at a cost that shall not exceed \$312 per living unit. The test shall be scheduled in advance for a specific date, and if the member of the Site Testing Class requesting the test does not reschedule or cancel at least 24 hours in advance of the scheduled date, and is not present at the location to be tested when the tester arrives to perform the test on the scheduled date, or refuses to cooperate, then no site testing shall be performed at such location. The test shall be provided at

no cost to the member of the Site Testing Class who has properly requested such testing. Because this settlement makes the testing available at no cost to each member of the Site Testing Class, and the parties understand that there are valid reasons why a member of the Site Testing Class may or may not want such testing, it is expressly understood and agreed by the parties that this settlement is fair and reasonable irrespective of the number of members of the Site Testing Class who timely submit a valid Request for Site Testing Form, and irrespective of the number of locations that are in fact tested as a consequence of this settlement, and it is expressly not a condition of this settlement that any minimum or maximum number of members of the Site Testing Class request testing and/or actually receive testing.

- iii. For any living unit that is tested as part of the Site Testing Class and is identified through the testing process as having mercury vapor levels in excess of .001 milligrams per cubic meter of air (".001 mg/m³") as the result of mercury released or spilled during Defendants' removal of a Mercury Regulator, PGW shall perform remediation so that all post-remediation air samples within the living unit show that there is no mercury vapor resulting from the release or spill of mercury from Defendants' removal of a Mercury Regulator at a concentration above .001 mg/m³. PGW, on behalf of Defendants, shall be responsible to perform such remediation or,

at its election, to contract with a remediation contractor and to pay for the cost of such remediation. Notwithstanding the foregoing, however, in no event shall PGW be responsible to perform remediation with respect to any living unit where mercury vapor levels detected resulted from the release or spilling of mercury other than as a result of Defendants' removal of a Mercury Regulator, including but not limited to any release or spill of mercury caused by the removal of a Mercury Regulator by any person or entity other than Defendants, by the owner(s)' or occupant(s)' tampering or movement of a Mercury Regulator, or by the owner(s)' or occupant(s)' releasing or spilling of mercury, whether or not intentional.

- iv. Notwithstanding subparagraph 4(a)(iii) above, for any living unit for which remediation is required pursuant to this Second Amended Settlement Agreement, PGW shall have the option, in lieu of remediation, to pay the actual value of the property, including personal property, damaged as the result of mercury released or spilled during Defendants' removal of a Mercury Regulator.
- v. If a living unit from which a Mercury Regulator was removed is jointly owned, and any owner who is a member of the Site Testing Class opts out of the Settlement Classes, then the other joint owners (if any) shall not be entitled to receive site testing or

remediation pursuant to this Second Amended Settlement Agreement at such living unit, and all such joint owners shall preserve all their claims against Defendants, and not be bound by the terms of this Second Amended Settlement Agreement. Similarly, if a living unit from which a Mercury Regulator is removed is jointly occupied, and any occupant who is a member of the Site Testing Class opts out of the Settlement Classes, then the other co-occupants (if any) of the same living unit shall not be entitled to receive site testing or remediation pursuant to this Second Amended Settlement Agreement at such living unit, and all such co-occupants shall preserve all their claims against Defendants, and not be bound by the terms of this Second Amended Settlement Agreement. However, for those living units where an owner has elected to opt out of the Settlement Classes, a Tenant of the living unit may receive site testing and remediation provided by this Second Amended Settlement Agreement if such Tenant, and all co-habitants within such living unit, do not elect to opt out of the Settlement Classes. Similarly, for those living units where a Tenant has elected to opt out of the Settlement Classes, an owner of the living unit may receive site testing and remediation provided by this Second Amended Settlement Agreement if such owner, and all co-owners (if any) of such living unit, do not elect to opt out of the Settlement Classes.

- b. Relief for Members of the Medical Testing Class.
- i. For each member of the Medical Testing Class who (1) has been exposed to mercury in an amount in excess of .01 milligrams per cubic meter (“0.01 mg/m³”) as an average of the living unit, as determined pursuant to the site testing protocol attached hereto as Exhibit D, as the result of mercury released or spilled during Defendants’ removal of a Mercury Regulator, and (2) has submitted, in accordance with Section III.7 of this Second Amended Settlement Agreement, a valid, fully completed Acceptance of Medical Testing Form and HIPAA Authorization Form, PGW, on behalf of Defendants, shall pay for that portion of the cost of one twenty-four (24) hour urine test that is billed to such member of the Medical Testing Class and is not paid for or reimbursed by such member’s health insurance, if any. Copies of test results shall be supplied (i) to the individual tested together with a transmittal letter that states that urinary mercury concentrations greater than 20 micrograms per liter (“20 µg/l”) are above the normal range expected, and that the individual tested should show the test results to a doctor if the urinary mercury concentrations exceed 20 µg/l or if the person tested has experienced any chronic symptoms associated with mercury exposure, such as personality changes, irritability, shyness, nervousness, tremors, vision changes, deafness, lack of muscle

coordination, loss of sensation, and/or memory difficulties, and (2) to Lead Class Counsel. Notwithstanding the foregoing, however, in no event shall PGW pay for the cost of urine testing for a member of the Medical Testing Class who has been exposed to mercury at a household or location where mercury vapor levels resulted from the release or spilling of mercury other than as a result of Defendants' removal of a Mercury Regulator, including but not limited to any release or spill of mercury caused by the removal of a Mercury Regulator by any person or entity other than Defendants, by the owner(s)' or tenant(s)' tampering or movement of a Mercury Regulator, or by the owner(s)' or tenant(s)' releasing or spilling of mercury, whether intentional or accidental. In the event that the results of the 24-hour urine test provided to a member of the Medical Testing Class show urinary mercury concentrations in excess of 20 micrograms per liter ("20 µg/l"), Defendants shall pay for that portion of the cost of a second 24-hour urine test that is billed to such member of the Medical Testing Class and is not paid for or reimbursed by such member's health insurance, if any. Such second 24-hour urine test shall be offered to such member of the Medical Testing Class six months after the first 24-hour urine test. Copies of the results of the second 24-hour urine test shall be supplied to the individual tested in the same manner as the original test results and to Lead Class Counsel.

- ii. PGW shall have the right and option to require those members of the Medical Testing Class for whom any of the urine testing provided pursuant to this Second Amended Settlement Agreement shows urinary mercury concentrations in excess of 20 micrograms per liter (“20 µg/l”) to submit a hair and/or blood sample for purposes of determining the source of mercury exposure. PGW shall pay for the cost of any such hair and/or blood testing if it elects to exercise this right and option, and shall supply copies of the test results to the individual tested and to Lead Class Counsel.
- c. Relief for Members of the Mercury Regulator Removal Class.
 - i. PGW, on behalf of Defendants, shall be required to continue to utilize the following revisions to its procedure for the future removal of Mercury Regulators:
 - (1) The procedure shall further emphasize that service personnel are to exercise care to prevent the Mercury Regulator from falling or tipping over during removal;
 - (2) The procedure shall provide that, where feasible, service personnel are to place a plastic container under the vent pipe connection prior to removal of the Mercury Regulator;
 - (3) The procedure shall provide that service personnel are to place one of three differently sized plastic tarps (1’ x 1’; 3’ x 3’; 4’ x 4’) below the Mercury Regulator prior to

removal, depending on the location of the Mercury Regulator installation and the site conditions; and

- (4) The procedure shall provide that all Mercury Regulators are to be double-bagged and tied with a twist tie following removal.

ii. PGW shall be required to continue to communicate the revisions set forth in subparagraph (c)(i) above to its service personnel as follows:

- (1) The revised procedure shall be distributed in written form to all service personnel who remove Mercury Regulators;
- (2) The revised procedure shall be explained at “stand-up” meetings attended by service personnel who remove Mercury Regulators; and
- (3) The revised procedure shall be a subject of the next scheduled training session.

iii. Members of the Mercury Regulator Removal Class agree that PGW’s use of these procedures are adequate, such that their use by PGW does not constitute a “threatened release” within the meaning of section 702 of HSCA, as alleged in the Amended Complaint.

5. Notice and Claims Administration.

a. Notice of Proposed Class Action Settlement.

- i. If the Court enters the Preliminary Approval Order, then the parties agree to provide Court-approved notice to the Class Members of

the Settlement Classes, as follows: (a) individually mailing the Notice of Proposed Class Action Settlement and accompanying Opt Out/Request for Site Testing Form (in the form attached as Exhibit E) to provide Class Members with the following options: (i) to opt out of the Settlement Classes to which they belong; or (ii) to receive the relief provided to the members of the Settlement Classes to which they belong to the following persons: (1) the PGW customer of record for the living units that, according to records maintained by PGW or the City of Philadelphia's Board of Revision of Taxes, were constructed on or before December 31, 1979, and, according to records maintained by PGW, are serviced by intermediate or high pressure gas lines, or at which Mercury Regulators were installed and (2) to any owner of record (if different from the PGW customer of record) who, according to records maintained by PGW or the City of Philadelphia's Board of Revision of Taxes, own any living unit constructed on or before December 31, 1979, and, according to records maintained by PGW are serviced by intermediate or high pressure gas lines or at which Mercury Regulators were installed; and (b) publication of a short form notice of the proposed settlement, in the form attached as Exhibit F, or as otherwise approved by the Court, (the "Summary Notice of Proposed Class Action Settlement"), in the legal notice section of the Philadelphia Inquirer or Philadelphia Daily News.

The parties stipulate that this notification is the best practicable notice and is reasonably calculated to notify Class Members of the proposed settlement. In addition to such other matters as the Court may require, the notices shall: (a) inform the Class Members of the material terms of the proposed settlement; (b) inform the Class Members that a final hearing to determine the fairness, reasonableness, and adequacy of the proposed settlement, and the reasonableness of the proposed fee award to Plaintiff's Counsel and the Incentive Fee Award to the Named Plaintiff, will be held at the date set by the Court; and (c) notify the Class Members that any objections to the proposed settlement, and/or to the proposed fee award to Plaintiff's Counsel and/or the Incentive Fee Award to the Named Plaintiff, along with the reasons for said objection, may be served, in writing, upon Lead Class Counsel before the date of the final hearing or may be raised at the final hearing as permitted by the Court.

- ii. PGW shall be responsible for the cost of printing, copying and mailing the Notice of Proposed Class Action Settlement set forth in Section III.5.a.i above, and shall have the right and option to mail such individual notice at its expense, or to engage a vendor to conduct such mailing. The notice shall be printed on plain white paper and mailed in a plain white envelope separate from any billing or invoice mailed to PGW customers.

- iii. Apart from the mailing of the Notice of Proposed Class Action Settlement, which shall be governed by subparagraphs 5(a)(i) and (ii) above, Lead Class Counsel agree to provide, and shall bear the expense of providing, all other notices required by this Second Amended Settlement Agreement, in addition to any other such notice as the Court may require.
 - iv. PGW shall, within thirty (30) days after entry of Final Judgment, pay Ten Thousand Dollars (\$10,000) to Lead Class Counsel, which Lead Class Counsel shall use to fund, in whole or in part, all other costs of notice and claims administration. The payment is non-refundable to PGW.
- b. Notice of Site Testing Results. Within thirty (30) days after completion of all site testing provided pursuant to this Second Amended Settlement Agreement, Lead Class Counsel shall provide, and shall bear the expense of providing, notice listing those households or locations, if any, that have been identified through the site testing provided to Members of the Site Testing Class pursuant to this Second Amended Settlement Agreement as having average mercury vapor levels for the living unit in excess of .01 mg/m³ (“Notice of Site Testing Results”). Said Notice of Site Testing Results shall be made as follows: (i) mailing individual notice, including the Acceptance of Medical Testing Form attached hereto as Exhibit G, to the PGW customer of record for such living unit and the owner of record (if different from the customer of record) of such living unit identified in

records maintained by PGW or the City of Philadelphia's Board of Revision of Taxes; and (ii) publication in the legal notice section of the Philadelphia Inquirer or Philadelphia Daily News of those living units, if any, with average mercury vapor levels in excess of .01 mg/m³. The parties agree that this notification is reasonably calculated to notify those members of the Medical Testing Class who are eligible for the medical testing offered in this Second Amended Settlement Agreement, and to instruct them on how to participate.

6. Acceptance of Site Testing and Remediation.

a. To receive the site testing and remediation offered in this Second Amended Settlement Agreement, each eligible member of the Site Testing Class shall return to Lead Class Counsel at any time on or before the date that is ten (10) days prior to the date set by the Court to consider the fairness of this Second Amended Settlement Agreement, the Request for Site Testing Form (in the form attached as Exhibit E), fully completed, indicating a desire to have the site testing provided by this Second Amended Settlement Agreement. Lead Class Counsel shall provide to PGW copies of all Opt Out/Request for Site Testing Forms returned by Class Members.

(1)

b. If an owner of record of a living unit and a Tenant of the same living unit have both completed and returned the Request for Site Testing Form requesting to receive the site testing offered to members of the Site

Testing Class for the living unit occupied by the Tenant, and owned by one other than the Tenant, then the site testing provided by this Second Amended Settlement Agreement shall be performed once, to be scheduled through the Tenant and/or the owner. . If multiple Tenants of a multiple living unit building (e.g., duplex, twin or apartment building) have returned the Request for Site Testing Form, requesting to receive the site testing offered to members of the Site Testing Class, then the site testing provided by this Second Amended Settlement Agreement shall be coordinated so as not to duplicate site testing in the same areas of the multiple living unit building.

- c. Each responding member of the Site Testing Class desiring to obtain the site testing provided herein must provide all of the applicable information requested on the Request for Site Testing Form.
- d. PGW may object to any Opt Out/Request for Site Testing Form that is untimely, incomplete, fails to contain the documentation required, or is otherwise invalid. If the Court rejects any Opt Out/Request for Site Testing Form, Lead Class Counsel shall provide notice of the rejection to the responding member of the Site Testing Class, and the Class Member shall be deemed to have opted out of all Classes to which he or she belongs by definition.
- e. Members of the Site Testing Class shall be entitled to only one test for the presence of mercury for each affected living unit, except for any post-

remediation testing required that qualifies for remediation pursuant to Section III.4.a.iii above.

- f. If any member of the Site Testing Class who is an owner or Tenant of a living unit for which relief is provided in this Second Amended Settlement Agreement opts out of the Settlement Classes, then each member of the Site Testing Class who is a co-owner or member of the Tenant's household, as the case may be, shall also be deemed to have opted out of the Settlement Classes to which they belong, and no site testing or remediation shall be performed pursuant to this Second Amended Settlement Agreement for such owner or Tenant at such living unit. However, an owner of record identified in the records maintained by the City of Philadelphia's Board of Revision of Taxes or PGW may elect to have the testing performed when a tenant has elected to opt out of the Site Testing Class, and a Tenant may elect to have the testing performed for such Tenant's living unit when another Tenant in a different living unit of the same building or the owner of the building has elected to opt out of the Site Testing Class.
- g. Each Opt Out/Request for Site Testing Form shall specifically state that the responding member of the Site Testing Class who is an owner is signing the form on behalf of all co-owners of the same property, that each responding member of the Site Testing Class who is a Tenant is signing the form on behalf of all other members of the household of the Tenant, and shall represent and warrant, as a condition of receiving the relief

offered by this Second Amended Settlement Agreement, that no member of the Site Testing Class who is a co-owner of the living unit or a member of the household of the living unit, as the case may be, has opted out of this Second Amended Settlement Agreement.

7. Acceptance of Medical Testing.

- a. To receive the Medical Testing offered in this Second Amended Settlement Agreement, eligible members of the Medical Testing Class shall be required to submit the following to the Claims Administrator on or before the date that is forty five (45) days from the date of the Notice of Site Testing Results in accordance with paragraph III.5.b. above:
 - i. A valid, fully completed Acceptance of Medical Testing Form (in the form attached hereto as Exhibit G); and
 - ii. A valid, fully completed HIPAA Authorization Form, which authorizes Lead Class Counsel to obtain and review the responding member's urine test results, and to copy and distribute such results to PGW if the urine test results show urinary mercury concentrations in excess of 20 micrograms per liter ("20 µg/l").Lead Class Counsel shall provide to PGW copies of all completed Acceptance of Medical Testing Forms and HIPAA Authorization Forms received pursuant to this subparagraph.
- b. Each responding member of the Medical Testing Class must provide all of the information requested on the Acceptance of Medical Testing Form, which shall consist of their current name and address, the address(es) of

the living unit at which they claim to have been exposed to mercury from PGW's removal of a Mercury Regulator, and the representations and warranties set forth in subparagraph d. below.

- c. PGW may object to any Acceptance of Medical Testing Form that is untimely, incomplete, fails to contain the documentation required, or is otherwise invalid. If the Court rejects any Acceptance of Medical Testing Form, it shall provide notice of the rejection to the responding member of the Medical Testing Class.
- d. Each Acceptance of Medical Testing Form shall represent and warrant, as a condition of receiving the relief offered by this Second Amended Settlement Agreement, that the responding member of the Medical Testing Class: (i) consents to urine, hair and/or blood testing to determine exposure to mercury; (ii) has applied for and has been denied health insurance coverage for the urine testing offered by this Second Amended Settlement Agreement, or in the alternative, does not have health insurance of any kind; and (iii) reasonably believes that he or she has been exposed to mercury vapor in excess of .01 mg/m³ from a Mercury Regulator.

8. Plaintiff's Counsel's Attorneys' Fees, Costs, and Named Plaintiff's Incentive Fee.

If this Second Amended Settlement Agreement receives Final Approval, Plaintiff's Counsel will request the Court's approval of the following: (a) reasonable compensation for their services, costs and expenses, in an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00); and (b) an incentive award for the Named Plaintiff in an amount not to exceed

Three Thousand Dollars (\$3,000.00) (the “Incentive Fee Award”). Defendants agree that they shall not object to the foregoing, and if approved by the Court, shall pay to Lead Class Counsel the amounts approved by the Court, not to exceed the foregoing, within thirty (30) days after entry of Final Judgment. Lead Class Counsel shall distribute the Incentive Fee Award to the Named Plaintiff. Lead Class Counsel and the Named Plaintiff shall not accept fees in excess of the foregoing, and Defendants shall not be responsible for the payment of such fees, even if approved by the Court.

9. List of PGW Customers and Owners of Record. Within ten (10) business days after the Court enters an Order preliminarily approving this Second Amended Settlement Agreement and approving the form of notice to be mailed to members of the Settlement Classes, PGW shall supply to Lead Class Counsel in electronic format an Excel spreadsheet that identifies the addresses, and, when it is feasible to do so, the names, of all PGW customers of record as identified in PGW’s records and owners of record of living units identified in records maintained by PGW or the City of Philadelphia’s Board of Revision of Taxes, whose living units are serviced by intermediate or high pressure gas lines and, according to records maintained by PGW or the City of Philadelphia’s Board of Revisions of Taxes, were constructed on or before December 31, 1979, such person are considered to be potential members of the Settlement Classes as best identified by records maintained by PGW and the City of Philadelphia’s Board of Revisions of Taxes.

10. Preliminary Approval of Settlement. As soon as practicable, but in any event within five (5) days after signing this Second Amended Settlement Agreement, Plaintiffs and Defendants shall jointly file an application to the Court for entry of a Preliminary Approval Order substantially in the form of Exhibit C attached hereto, which:

- a. Finds preliminarily that this Second Amended Settlement Agreement is in good faith, fair, reasonable, adequate and in the best interests of each of the Settlement Classes;
- b. For purposes of this Settlement only:
 - i. Conditionally certifies the Site Testing Class, the Medical Testing Class, and the Mercury Regulator Removal Class;
 - ii. Conditionally designates Donald Brophy as the Class Representative of the Settlement Classes; and
 - iii. Conditionally designates Alan M. Feldman and Thomas More Marrone as Lead Class Counsel for the Settlement Classes;
- c. Schedules a hearing to determine the fairness of this Second Amended Settlement Agreement for approximately ninety (90) days after entry of the Preliminary Approval Order, or as soon thereafter as the parties may reasonably be heard, but in any event not before the deadline for Defendants' right to terminate this Second Amended Settlement Agreement as described in Section III.14; and
- d. Finds that (i) the Notice of Proposed Class Action Settlement, in substantially the same form as that attached hereto as Exhibit B (or any other such notice as the Court may require), (ii) the Summary Notice of Proposed Class Action Settlement, in substantially the same form as that attached hereto as Exhibit F (or any other such notice as the Court may require), (iii) the Notice of Site Testing Results as set forth in section

III.5.b. above are the only notices required, and that such notices satisfy the requirements of due process and state and federal law.

11. Dismissal Order. Concurrent with the parties' application for Preliminary Approval of this Second Amended Settlement Agreement, the parties will jointly petition the Court for a Final Judgment and Dismissal Order, substantially in the form attached hereto as Exhibit A, that will:

- a. Find that the notices to the Named Plaintiff and Class Members satisfy the requirements of due process and federal and state law;
- b. Find that the Second Amended Settlement Agreement is fair, reasonable and adequate to the Named Plaintiff and Class Members; find that the Named Plaintiff and each member of the Settlement Classes who does not timely opt out of the Settlement Classes in accordance with the procedures set forth herein, shall be bound by this Second Amended Settlement Agreement, including the release and covenant not to sue contained in Section III.15 of this Second Amended Settlement Agreement; and conclude that this Second Amended Settlement Agreement should be, and is, approved;
- c. Dismiss with prejudice all claims in the Amended Complaint, or related by fact or law thereto; permanently enjoin each and every Named Plaintiff and Member of the Settlement Classes who does not properly opt out of the settlement from bringing, joining, and/or continuing to prosecute against Defendants and/or the City of Philadelphia any claim that was, could have been, or may be brought in this, or any other, action or

otherwise, for which a release is being given under Section III.15 of this Second Amended Settlement Agreement; order any party violating the Court's injunction to pay costs and attorneys' fees incurred by any Released Party as a result of a violation of the Court's injunction; and enter Final Judgment thereon;

- d. Retain jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Second Amended Settlement Agreement; and
- e. Award attorneys' fees, costs and expenses to Plaintiff's Counsel and the Incentive Fee Award as provided in Section III.8 of this Second Amended Settlement Agreement.

12. Finality of Dismissal Order. The Final Judgment and Dismissal Order shall be deemed final at the time of Final Judgment.

13. Disapproval, Modification or Conditional Approval of Second Amended Settlement Agreement. In the event any court disapproves, modifies, conditions, or sets aside this Second Amended Settlement Agreement, or any part hereof, for any reason, or declines to make a finding that this Settlement was made in good faith, or holds that it will not enter or give effect to the Final Judgment and Dismissal Order in substantially the same form as that attached hereto as Exhibit A, or holds that the entry of the Dismissal Order or any material part thereof should be overturned, conditioned or modified in any way, then:

- a. If neither party appeals such ruling, then this Second Amended Settlement Agreement shall become voidable by PGW, the Class Action may

continue, and the parties shall move jointly that any and all orders entered pursuant to this Second Amended Settlement Agreement be vacated; or

- b. If either party (i.e., the Named Plaintiff or Defendants) desires to appeal such ruling, then both parties must participate and join in such appeal, and if the Dismissal Order or its equivalent in all material respects is not in effect after the termination of all proceedings arising out of such appeal, this Second Amended Settlement Agreement shall become null and void, the Class Action may continue, and the parties shall move jointly that any and all orders entered pursuant to this Second Amended Settlement Agreement be vacated.

14. Termination. Defendants shall have the option to terminate this Second Amended Settlement Agreement if six hundred (600) or more class members exclude themselves from the Settlement in accordance with the procedure set forth in Section III.3 of this Second Amended Settlement Agreement. Defendants' option to terminate shall be exercised, if at all, within ten (10) days following the end of the Opt-Out Period by giving written notice to the Court and to Lead Class Counsel. In the event that Defendants exercise this option, then this Second Amended Settlement Agreement is void in its entirety and the parties shall have no obligation to undertake any of the terms or provisions in this Second Amended Settlement Agreement.

15. Releases. Upon Final Approval of this Second Amended Settlement Agreement, the Named Plaintiff and all Class Members who have not opted out of the Settlement Classes in accordance with the procedures set forth herein, for themselves and their respective heirs, executors, representatives, agents, attorneys, employees, successors and assigns, shall be deemed to have released and forever discharged each and all of the following persons (collectively,

“Released Parties”): (i) PGW, and all of its current, former and future subsidiaries, departments, divisions, boards, successors, assigns, affiliates and parents, and their current, former or future directors, officers, members, and employees, and their heirs, executors, and administrators, and any and all representatives, shareholders, agents, accountants, attorneys, predecessors, successors and assigns of any of the foregoing; (ii) Philadelphia Facilities Management Corporation, and all of its current, former and future subsidiaries, departments, divisions, boards, successors, assigns, affiliates and parents, and their current, former or future directors, officers, members, and employees, and their heirs, executors, and administrators, and any and all representatives, shareholders, agents, accountants, attorneys, predecessors, successors and assigns of any of the foregoing; and (iii) the City of Philadelphia, and all of its current, former and future subsidiaries, commissions, boards, departments, divisions, successors, assigns and affiliates, and their current, former or future directors, officers, commissioners, members, elected and appointed officials, and employees, and their heirs, executors, and administrators, and any and all representatives, shareholders, agents, accountants, attorneys, predecessors, successors and assigns of any of the foregoing. Each Released Party shall be released from any and all manner of the following claims (the “Released Claims”): claims, disputes, actions, liabilities, rights or causes of actions, suits, set-offs, counterclaims, demands, or damages based upon any legal or equitable theory, right of action or otherwise, foreseen or unforeseen, known, unknown or unknowable, suspected or unsuspected, matured or unmatured, accrued or not accrued, of any kind, nature or description whatsoever, that the Named Plaintiff or the Class Members, or any of them, ever had, or now have, or may have based upon, in connection with, arising out of, or that are in any way, directly or indirectly, related to: (i) the claims alleged in the Class Action, including all dismissed claims; (ii) the existence or removal of mercury and/or Mercury Regulators; (iii) the procedure to

remove a Mercury Regulator; and (iv) medical monitoring, testing or surveillance on account of exposure to mercury from the presence of a Mercury Regulator or its removal. Notwithstanding the foregoing, no Named Plaintiff or Class Member shall by operation of this Second Amended Settlement Agreement release or waive claims for bodily injury that relate to mercury or Mercury Regulators, which claims are expressly preserved.

16. Counterparts. This Second Amended Settlement Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Photocopies of executed copies of this Second Amended Settlement Agreement may be treated as originals.

17. Binding Effect. Each and every term of this Second Amended Settlement Agreement shall be binding upon, and inure to the benefit of, the Named Plaintiff, Class Members, any of their successors and personal representatives, and the Defendants and the Released Parties. All of these persons and entities are intended to be beneficiaries of this Second Amended Settlement Agreement.

18. Ambiguities. This Second Amended Settlement Agreement reflects the joint drafting efforts of the parties. Any ambiguities that may be found in this Second Amended Settlement Agreement shall not be construed against any party. Prior drafts, agreements and negotiations shall not be used to interpret or construe this Second Amended Settlement Agreement or to resolve any ambiguities that may appear herein.

19. Modification. This Second Amended Settlement Agreement shall not be amended or modified orally. It may be amended or modified without the consent or approval of any non-signatory by a writing signed by both of the Lead Class Counsel signing this Second Amended Settlement Agreement (or their successors) and at least one counsel of record for

PGW. The ability of counsel of record to make such changes by their signatures is hereby authorized as between all parties to this Second Amended Settlement Agreement.

Notwithstanding the foregoing, to the extent that such changes conflict or alter the material terms of any Court order, then such changes shall not take effect until after they have received Court approval.

20. Time Periods. The time periods and/or dates described in this Second Amended Settlement Agreement with respect to the giving of notices and hearing as provided in this Second Amended Settlement Agreement are subject to approval and change by the Court.

21. Exclusivity. This Second Amended Settlement Agreement may not be relied upon for any purpose by, or create any rights in, any person who is not a Class Member by definition or opt-out.

22. Governing Law. This Second Amended Settlement Agreement shall be governed and construed under the laws of the Commonwealth of Pennsylvania.

23. Notice. Written communications contemplated by this Second Amended Settlement Agreement or required by the Court shall be directed as follows:

For the Settlement Classes:

Alan M. Feldman, Esquire
Thomas More Marrone, Esquire
Feldman, Shepherd, Wohlgelemer, Tanner & Weinstock
1845 Walnut Street, 25th Floor
Philadelphia, PA 19103

For the Defendants:

Neil S. Witkes, Esquire
Manko, Gold, Katcher & Fox, LLP
401 City Avenue, Suite 500
Bala Cynwyd, PA 19004

and

Abby Pozefsky, Esquire
General Counsel
Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, PA 19122

The persons and addresses designated in this Paragraph as agents may be changed by the represented party by written notice to the other signatories hereto in accordance with this Paragraph.

24. Entire Agreement. This Second Amended Settlement Agreement (including the referenced exhibits) constitutes the full and entire agreement between the parties with regard to the subject hereof, and supersedes any prior agreements, representations, promises, or warranties, oral or otherwise, made by any party. No party shall be liable or bound to any other party for any prior agreement, representation, promise or warranty, oral or otherwise, except for those expressly set forth in this Second Amended Settlement Agreement.

25. Headings. The headings herein are for convenience only and shall not affect the interpretation or construction of this Second Amended Settlement Agreement.

26. Authority. Each person executing this Second Amended Settlement Agreement in a representative capacity hereby represents and warrants that he or she is fully authorized to do so by virtue of the capacity indicated.


27. Jurisdiction/Disputes. The parties hereby stipulate and agree that the Court shall retain jurisdiction to hear and determine all disputes arising under this Second Amended Settlement Agreement. Notwithstanding the foregoing, however, the parties further stipulate and agree that they shall first enter into good faith negotiations to resolve any dispute arising under this Second Amended Settlement Agreement, and if they are unable to resolve a dispute among

themselves, they shall thereafter mediate the dispute with a third party mediator agreed by the parties. Only where the parties are unable to resolve a dispute after mediation shall they submit the dispute to the Court for resolution.

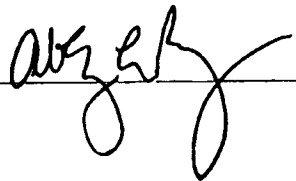
IN WITNESS WHEREOF, and intending to be legally bound hereby, this Second Amended Settlement Agreement has been executed by the undersigned this 24th day of October 2008.

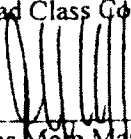
THE PLAINTIFF CLASS

PHILADELPHIA GAS WORKS &
PHILADELPHIA FACILITIES
MANAGEMENT CORPORATION

By: 

Alan M. Feldman
Co-Lead Class Counsel

By: 

By: 

Thomas More Marrone
Co-Lead Class Counsel

EXHIBIT “A”

DONALD BROPHY,	:	COURT OF COMMON PLEAS
	:	OF PHILADELPHIA COUNTY
Plaintiff,	:	
	:	CLASS ACTION
v.	:	
	:	JANUARY TERM, 2004
PHILADELPHIA GAS WORKS, et al.,	:	
	:	No. 197
Defendants.	:	

FINAL JUDGMENT AND ORDER OF DISMISSAL

AND NOW, this ____ day of _____, 2008, upon consideration of whether the proposed settlement of the above-referenced litigation (the "Litigation") should be finally approved, the parties having presented their settlement agreement to the Court, and after due and adequate notice to the members of the Class, the Court having held a hearing on _____, 2008 on the fairness of the proposed settlement of the Litigation, at which objectors to the settlement were provided the opportunity to be heard, and the Court being fully advised of any objections, it is hereby ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all parties to this action, including all Class Members.
2. Notice of the proposed settlement has been timely provided to all class members. Such notice satisfies the requirements of Rule 1714(c) of the Pennsylvania Rules of Civil Procedure and due process.
3. ____ objections to this settlement have been received.
4. The Second Amended Settlement Agreement submitted with the parties' Petition for Preliminary Approval is APPROVED as fair, reasonable and adequate pursuant to Rule

1714(a) of the Pennsylvania Rules of Civil Procedure, and the parties are directed to consummate such agreement in accordance with this Order.

5. The Named Plaintiff and each member of the Settlement Classes who has not timely opted out of the Settlement Classes in accordance with the procedures established by the Court are hereby bound by the Second Amended Settlement Agreement, including the release and covenant not to sue contained in Section 111.15 of the Second Amended Settlement Agreement.

6. The Litigation is hereby dismissed, with prejudice and without costs. All class members are permanently enjoined from bringing, joining, and/or continuing to prosecute against Defendants an/or the City of Philadelphia any claim that was, could have been, or may be brought in this, or any other, action or otherwise, for which a release is being given under Section 111.15 of the Second Amended Settlement Agreement. Any party violating the Court's injunction shall pay costs and attorney's fees incurred by any Released Party as a result of a violation of the Court's injunction.

7. Consummation of the settlement shall proceed as described in the Second Amended Settlement Agreement; and without affecting the finality of this Judgment in any way, this Court hereby retains jurisdiction over this matter in order to resolve any dispute which may arise in the implementation of this Final Judgment and Order of Dismissal. This Court retains continuing jurisdiction for purposes of supervising the implementation of the Second Amended Settlement Agreement.

8. The representative plaintiff is awarded the sum of three thousand dollars (\$3,000.00), constituting full and final settlement of his individual claims and incentive award.

Defendants shall pay this amount within 30 days of Final Judgment as that term is defined in the Second Amended Settlement Agreement.

9. Class Counsel are awarded \$450,000.00 in legal fees and in reimbursable expenses and \$10,000.00 for claims administration. Defendants shall pay these amounts within 30 days of Final Judgment as that term is defined in the Second Amended Settlement Agreement.

10. This Court retains jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Second Amended Settlement Agreement.

11. In the event the Settlement does not become effective in accordance with the terms of the Second Amended Settlement Agreement, the Court shall vacate this Final Judgment and Order of Dismissal and all Orders entered in connection with this Settlement shall be rendered null and void and without prejudice in any way to the parties.

Mark I. Bernstein, J.

EXHIBIT “B”

DONALD BROPHY,	:	COURT OF COMMON PLEAS
	:	OF PHILADELPHIA COUNTY
Plaintiff,	:	
	:	CLASS ACTION
v.	:	
	:	JANUARY TERM, 2004
PHILADELPHIA GAS WORKS, et al.,	:	
	:	No. 197
Defendants.	:	

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

- TO:**
- (1) All current owners or occupants of property in Philadelphia at which Philadelphia Gas Works has previously installed a natural gas regulator that contained mercury; and
 - (2) All individuals who have been exposed to mercury from such a regulator.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED SETTLEMENT OF THIS CLASS ACTION. PLEASE DO NOT CONTACT THE COURT OR PGW CONCERNING THIS NOTICE.

THIS IS NOT A NOTIFICATION THAT YOU HAVE BEEN SUED

This Notice is given pursuant to an Order by the Honorable Mark I. Bernstein, Judge of the Philadelphia County Court of Common Pleas. The purpose of this Notice is to inform you that a proposed Settlement has been reached in this class action lawsuit, and that you may be a class member that is entitled to participate in the settlement.

WHAT IS THE LAWSUIT ABOUT?

Donald Brophy filed this class action against Philadelphia Gas Works (“PGW”) and Philadelphia Facilities Management Corporation (collectively, "Defendants"), related to Defendants’ removal of gas regulators from some homes in Philadelphia. The regulators contained mercury, a hazardous substance. Mr. Brophy claimed that PGW’s procedures for removing Mercury Regulators were deficient, constituting a “threatened release” of mercury, that is, the risk of mercury spilling, when the regulators were removed. Mr. Brophy brought this action, for himself and others, to obtain testing to determine whether or not mercury was spilled when PGW removed his and others’ Mercury Regulators.

Defendants denied and continue to deny the allegations material to the plaintiff’s claims, and deny that their procedures for removing Mercury Regulators were deficient or created the risk of a “threatened release” of mercury when a Mercury Regulator was removed.

The Court has not made any determination with respect to the validity of Mr. Brophy's claims or PGW defenses.

SHOULD I HAVE MY HOME TESTED FOR MERCURY?

Mercury is a hazardous substance, and long term exposure can cause adverse health effects, including personality changes, irritability, shyness, nervousness, tremors, vision changes, deafness, lack of muscle coordination, loss of sensation, and memory difficulties.

Defendants have removed Mercury Regulators from approximately 13,000 locations in Philadelphia. However, Defendants do not have records that enable them to identify each location from which a Mercury Regulator was removed. Accordingly, this notice is being sent to approximately 57,000 addresses. According to PGW's records and records maintained by the City of Philadelphia Board of Revision of Taxes, the address to which this notice is mailed (or, if you are a landlord, the location that you own) is serviced by intermediate or high pressure gas lines, and thus may have had a Mercury Regulator installed and subsequently removed. According to Defendants' records, of the 13,000 locations where a Mercury Regulator was removed, some amount of mercury was spilled on 34 occasions, and PGW cleaned up the mercury spilled. The purpose of this case was to provide Class Members with the opportunity to obtain testing in all locations from which PGW removed a Mercury Regulator to determine whether or not mercury was spilled in any other locations.

Similar testing was performed in homes in Detroit, Michigan and Chicago, Illinois, where Mercury Regulators had been removed. Of more than 300,000 homes tested, mercury spills were discovered in approximately 150 homes (0.5% of the homes). None of the persons tested who lived in those homes had elevated levels of mercury when tested for mercury concentrations in their urine, which is the accepted test to determine whether or not someone exposed to mercury may have resulting health effects requiring medical attention.

WHAT ARE THE GENERAL TERMS OF THE SETTLEMENT?

Plaintiff and Defendants have reached a settlement of all claims, subject to the Court's final approval. The Court will hold a hearing to determine whether the settlement will be approved.

Under the terms of the settlement, three separate settlement classes will be created: (1) the Site Testing Class, (2) the Medical Testing Class, and (3) the Mercury Regulator Removal Class. Each class is described below:

Each member of the Site Testing Class will be offered the opportunity to obtain testing paid by PGW, and at no cost to the member, to determine whether or not mercury was spilled

during defendants' removal of Mercury Regulators, and remediation (i.e., clean up and restoration), when warranted, of the area in which the mercury spill (if any) occurred. Just because you receive this Notice does not necessarily mean that you are a member of the Site Testing Class. Your home may or may not have been one of the locations where a Mercury Regulator had been installed. You are entitled to have your home tested for the presence of mercury vapors only if your home at some time had a Mercury Regulator removed by Defendants. A preliminary examination of the area where your gas meter is located at the time of inspection (if requested by you) would determine whether your home may have had a Mercury Regulator removed, which would entitle you to have your home tested for mercury vapors.

If mercury is detected above certain levels, each member of the Medical Testing Class will also be offered the opportunity to obtain a 24-hour urine test (to the extent not otherwise covered by the class member's health insurance), at no cost to the member, to determine whether or not any health impact has occurred.

Finally, each member of the Mercury Regulator Removal Class will receive the benefit of a Court requirement that PGW continue enhancements to PGW's former procedures for the removal of all Mercury Regulators, which PGW has now voluntarily changed, and has already implemented.

You may obtain a copy of the proposed settlement agreement and the opinions of the trial court and Commonwealth Court in this action at www.feldmanshepherd.com or by requesting a copy from Class Counsel.

HOW DO I DETERMINE IF I AM A CLASS MEMBER?

You are a class member if you are any one of the following:

- (1) The "Site Testing Class" consists of all individuals or entities who currently own or occupy property in Philadelphia constructed on or before December 31, 1979 from which PGW has removed a Mercury Regulator;
- (2) The "Medical Testing Class" consists of all individuals, including but not limited to those in the Site Testing Class, who have been exposed to mercury from Defendants' removal of a Mercury Regulator;
- (3) The "Mercury Regulator Removal Class" consists of all individuals or entities who currently own or occupy property in Philadelphia at which PGW has installed, but not yet removed, a Mercury Regulator.

WHY DID I RECEIVE THIS NOTICE?

You have received this Notice because records maintained by PGW and the City of Philadelphia's Board of Revision Taxes indicate that your home or building is serviced by intermediate or high pressure gas lines and was constructed on or before December 31, 1979, in which case PGW may have installed a Mercury Regulator, which either would have been removed or may still remain in your home or building.

IF I AM A CLASS MEMBER, HOW DO I PARTICIPATE IN THE SETTLEMENT?

If you are a member of the Mercury Regulator Removal Class -- that is, your home/property was constructed on or before December 31, 1979, is serviced by intermediate or high pressure gas lines, and PGW has not yet removed a Mercury Regulator from your home/property -- and wish to obtain the benefits of the proposed settlement, you need not do anything. If you do not wish to obtain the benefits of the proposed settlement, you should check the appropriate box on the accompanying Opt Out/Request for Site Testing Form by electing to Opt Out of the settlement and returning it to Class Counsel at the address listed below before the deadline set by the Court.

If you are a member of the Site Testing Class -- that is, your home/property was constructed on or before December 31, 1979, is serviced by intermediate or high pressure gas lines, and PGW has removed a Mercury Regulator from your home/property -- and wish to obtain the benefits of the proposed settlement, you must check the appropriate box on the accompanying Opt Out/Request for Site Testing Form, indicating your desire to have your home or property tested to determine whether or not mercury was spilled during Defendants' removal of a Mercury Regulator. You must complete the remainder of the form, sign it, and return the completed form to Class Counsel before the date set forth on the form. If this settlement is approved by the Court, you will then be called to schedule a time for PGW to test your home or property. You will be required to make and keep your appointment to have your property tested, and your property will not be tested if you fail to make or keep your appointment.

If you are a member of any of the Settlement Classes and do not wish to be bound by the terms of the proposed settlement, you must check the appropriate box on the accompanying form, indicating your desire to opt out of the Settlement Classes. If you opt out of the Settlement Classes, you will not be bound by the proposed settlement and will not be entitled to any relief, that is, you cannot request to have your property tested for mercury vapors as a member of the Site Testing Class. (See section below titled Release, Opt-Out Procedure, and Effect of Failure to Opt Out.)

If you do not wish to obtain the testing, but do not wish to exclude yourself from the settlement, you do not need to return the enclosed form. In such case, you will not receive the benefits of the proposed settlement, but you will be bound by its terms.

After the site testing is completed, further notice shall be provided of the testing results, only if they show the presence of mercury concentrations above levels that may be viewed to create a health risk, and you will be provided an opportunity to obtain medical testing if you are a member of the Medical Testing Class.

YOU SHOULD NOT CONTACT PGW OR THE COURT. IF YOU HAVE ANY QUESTIONS YOU SHOULD CONTACT LEAD CLASS COUNSEL BELOW:

Alan M. Feldman, Esq.
Thomas More Marrone, Esq.
Feldman, Shepherd, Wohlgelemer, Tanner & Weinstock
1845 Walnut Street, 25th Floor
Philadelphia, PA 19103
(215) 567-8300
afeldman@feldmanshepherd.com
tmarrone@feldmanshepherd.com

**ATTORNEYS' FEES, COSTS AND EXPENSES, AND
NAMED PLAINTIFF'S INCENTIVE AWARD**

Plaintiff's counsel will request the Court's approval of reasonable compensation for their services, costs and expenses, in an amount not to exceed \$450,000. These fees will be paid by Defendants. The class members will not pay any attorneys' fees. In addition, Plaintiff's counsel will request the Court's approval of an incentive award for the named Plaintiff, Donald Brophy, in an amount not to exceed \$3,000. The incentive award will also be paid by the Defendants. Finally, Defendants shall pay Plaintiff's counsel the amount of \$10,000 toward costs of claims administration and any further notice required by the Court, and Plaintiff's counsel shall be responsible for all such additional notice and claims administration.

RELEASE, OPT-OUT PROCEDURE, AND EFFECT OF FAILURE TO OPT-OUT

Class members have the opportunity to "opt-out" of the Settlement, to object, or to be heard prior to the Court's consideration of final approval of this Settlement. Absent taking such actions, all class members shall be bound by the Settlement and all orders of the Court relating to the Settlement. If the Settlement is approved by the Court, and you have not elected to opt out of the Settlement, you shall be deemed conclusively to have settled, resolved and released certain claims you had, have or may have in the future against PGW and the Philadelphia Facilities Management Corporation, and each of their current, former and future subsidiaries, divisions,

departments, successors, assigns, affiliates and parents, and each of their current, former or future directors, members, officers, elected and appointed officials, employees, heirs, executors, and administrators, and any and all representatives, shareholders, agents, accountants, attorneys, predecessors, successors and assigns of any of the foregoing.

In addition to releasing the two parties named as defendants in the lawsuit (PGW and Philadelphia Facilities Management Corporation), the settlement will also release claims against the City of Philadelphia (and all of its current, former, and future subsidiaries, commissions, boards, departments, divisions, successors, assigns and affiliates and their current, former or future directors, officers, commissioners, members, elected and appointed officials, and employees, and their heirs, executors, and administrators, and any and all representatives, shareholders, agents, accountants, attorneys, predecessors, successors and assigns of any of the foregoing), which was not named as a defendant in the lawsuit. Because PGW is not itself a separate entity, but is a collection of assets owned and operated by the City of Philadelphia for the distribution of natural gas services within the City of Philadelphia, the release of liability extends expressly to the City of Philadelphia so it should be clear that you may not assert the released claims against either the two named defendants or the City of Philadelphia.

Specifically, you will be barred and permanently enjoined from asserting any and all claims arising out of or related to the following: (i) the claims alleged in this lawsuit, including all dismissed claims; (ii) all claims related to the existence or removal of mercury and/or a Mercury Regulator; (iii) all claims related to the procedure to remove a Mercury Regulator; and (iv) all claims for medical monitoring, testing or surveillance on account of exposure to mercury from the presence of a Mercury Regulator or its removal. Notwithstanding the foregoing, you will not, by virtue of the Settlement, release any claims you may have for any bodily injury you may have suffered as a result of actual exposure to mercury, if any. If you are a member of the Site Testing Class, the Medical Testing Class, and/or the Mercury Regulator Removal Class, and you do not opt-out of the Settlement, and the Settlement is approved by the Court and becomes final, you will be deemed to have entered into this release whether or not you participate in the Settlement by submitting an Opt Out/Request for Site Testing Form and/or an Acceptance of Medical Testing Form.

If you opt out of the Settlement, you will not receive any benefits of the Settlement and will not be bound by its terms. If you wish to opt out of the Settlement, you must sign and return to Lead Class Counsel a letter requesting your exclusion from the Settlement or sign and return to Lead Class Counsel the accompanying Opt Out/Request for Site Testing Form, checking the appropriate box to opt out of the Settlement Classes to which you belong. This request to opt out must be postmarked no later than the date set forth on the Opt Out/Request for Site Testing Form, as evidenced by its postmark. The opt-out request must be signed by you and include your name, current address, and telephone number. In the event that 600 or more members of the Settlement Classes elect to opt out of the Settlement, Defendants have the exclusive right, exercisable in their sole discretion, to void this Settlement.

This Notice is not the Settlement Agreement and merely provides summary information regarding the Settlement. The Orders of the Court, rather than the Settlement Agreement, control the rights, interests and obligations of the parties. If you have any questions regarding this Notice, the Opt-Out Procedure, the Order, or the Settlement Agreement, you should contact Lead Class Counsel. If you do not follow the procedures and deadlines that are described in this Notice, you may lose significant legal rights, including but not limited to the right to have your objections considered by the Court.

FAIRNESS HEARING AND COURT APPROVAL

The Court will hold a hearing to consider the fairness, reasonableness and adequacy of the proposed Settlement in Courtroom [No.], City Hall, Philadelphia, PA 19107, on [DATE] at [TIME] (the "Fairness Hearing"), or such other time as scheduled by the Court. If the date of the Fairness Hearing is rescheduled, you will not receive notice of the rescheduled date, and it is your responsibility to obtain the new date by communicating with Lead Class Counsel. At the Fairness Hearing, the Court will determine whether the proposed Settlement should be approved as fair, reasonable and adequate; whether the three proposed Settlement Classes should be certified; the amount of attorneys' fees, costs and expenses that should be awarded to plaintiff's counsel; the amount of any incentive award to be paid to Mr. Brophy; and any other matters that may be properly brought before the Court at that time. You may choose to appear in person or through an attorney (at your own expense) at the Fairness Hearing and be heard in support of, or in opposition to, the terms of the Settlement. You may also submit written objections to the proposed Settlement, which shall be heard by the Court.

If you wish to object to the Settlement, you may submit your objections in writing, along with the reasons for such objections, to Lead Class Counsel at the address below on or before [DATE]. If you do so, Lead Class Counsel will serve Defendants' Counsel and file with the Court copies of all such objections together with a statement of reasons, if any, why such objections should be overruled. You may also raise objections orally at the Fairness Hearing. If you intend to appear at the Fairness Hearing, you may (but are not required to) file with the Prothonotary, Philadelphia County Court of Common Pleas, Room 268, City Hall, Philadelphia, PA a notice of intention to appear, together with a statement that indicates the basis for your opposition along with any supporting documentation, including evidence that you are a member of one or more of the Settlement Classes. If you do so, you should serve copies of such notice, statement and documentation, together with copies of any other papers or briefs filed with the Court, either in person or by mail as follows:

Lead Class Counsel
Alan M. Feldman, Esq.
Thomas More Marrone, Esq.
Feldman, Shepherd, Wohlgelemerter,
Tanner & Weinstock
1845 Walnut Street, 25th Floor
Philadelphia, PA 19103

Any class member who fails to object in the manner provided above shall be deemed to have waived such objections and shall be forever barred from making any objections (by appeal or otherwise) to the Settlement. Any class member who is satisfied by the Settlement need not appear at the Fairness Hearing. Any class member who has filed objections may, but need not, appear at the Fairness Hearing.

EXAMINATION OF PAPERS

This Notice is only a summary and does not describe all the details of the proposed Settlement, the Settlement Agreement, or the proceedings in the lawsuit generally. For complete information, or if you wish to discuss this lawsuit or have any questions concerning this Notice or your rights or interests with respect to these matters, please contact Lead Class Counsel:

Alan M. Feldman, Esq.
Thomas More Marrone, Esq.
Feldman, Shepherd, Wohlgelemerter, Tanner & Weinstock
1845 Walnut Street, 25th Floor
Philadelphia, PA 19103
(215) 567-8300
afeldman@feldmanshepherd.com
tmarrone@feldmanshepherd.com

In addition, you may review complete files of papers submitted in this case during regular business hours at the Office of the Prothonotary, Philadelphia County Court of Common Pleas, City Hall, Philadelphia, PA 19107.

DO NOT CALL THE COURT OR PGW.

BY THE COURT
/s/ Mark I. Bernstein, J.
Honorable Mark I. Bernstein

EXHIBIT “C”

_____	:	COURT OF COMMON PLEAS
DONALD BROPHY,	:	OF PHILADELPHIA COUNTY
	:	
Plaintiff,	:	
	:	
v.	:	
	:	JANUARY TERM, 2004
PHILADELPHIA GAS WORKS and	:	No. 000197
PHILADELPHIA FACILITIES	:	
MANAGEMENT CORPORATION,	:	
	:	JURY TRIAL DEMANDED
Defendants.	:	
_____	:	

ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

AND NOW, this ____ day of _____, 2008, upon consideration of the Joint Motion for Approval of Second Amended Settlement Agreement Dated _____, 2008 (the “Second Amended Settlement Agreement”), it is hereby ORDERED that the Joint Motion is GRANTED as follows:

1. The Court finds that the Second Amended Settlement Agreement dated _____, 2008 attached to the Joint Motion is preliminarily approved by the Court. The Second Amended Settlement Agreement shall be submitted to the class members for their consideration and for a hearing to determine whether the settlement will be approved by the Court;
2. For purposes of the Joint Motion only, the Court:
 - (a) Conditionally certifies the Site Testing Class, the Medical Testing Class and the Mercury Regulator Removal Class as defined in the Second Amended Settlement Agreement;
 - (b) Conditionally designates Donald Brophy as the Class Representative of the Settlement Classes as defined in the Second Amended Settlement Agreement; and

- (c) Conditionally designates Alan M. Feldman and Thomas More Marrone as Lead Class Counsel for the Settlement Classes as defined in the Second Amended Settlement Agreement;
3. Within ten (10) business days of the date hereof, defendants shall provide Lead Class Counsel in electronic format an Excel spreadsheet that identifies the addresses, and when it is feasible to do so, the names, of all PGW customers of record as identified in PGW's records, and owners of living units identified in records maintained by PGW or the City of Philadelphia's Board of Revision of Taxes, where living units are serviced by intermediate or high pressure gas lines, and which according to such records, were constructed on or before December 31, 1979;
 4. Within twenty (20) days of the date hereof, the Class Representative shall submit a motion formally requesting a payment of an incentive award;
 5. Within twenty (20) days of the date hereof, Lead Class Counsel shall submit a motion formally requesting an award of attorney's fees and reimbursable expenses;
 6. A fairness hearing shall be held on _____ at _____ .m. in Courtroom _____, City Hall, Philadelphia, Pennsylvania, to consider whether the Court should give final approval to the settlement set forth in the Second Amended Settlement Agreement, including a determination of the Class Representative's incentive award and any award of attorney's fees and costs to Lead Class Counsel;

7. Objections to the settlement by class members will be considered by the Court if received in writing by Lead Class Counsel in advance of the fairness hearing or if asserted at the fairness hearing. Lead Class Counsel shall serve the defendants and file with the Court copies of all objections received in advance of the fairness hearing, together with a statement of reasons, if any, why the objection should be overruled;
8. At the hearing, class members may be heard orally in support of or in opposition to the settlement;
9. Lead Class Counsel and defendants' counsel should be prepared at the hearing to respond to any objections filed by the members of the Settlement Classes and to provide other information, as appropriate, bearing on whether or not the settlement should be approved;
10. The Court approves the following as the only notices required to be given to the members of the Settlement Classes: (i) The Notice of Proposed Class Action Settlement, in the same form attached hereto as Exhibit "A"; and (ii) the Summary Notice of Proposed Class Action Settlement, in the same form attached hereto as Exhibit "B." These notices shall be given in accordance with the requirements of the Second Amended Settlement Agreement within thirty (30) days of the date hereof and satisfy the requirements of due process and State and Federal law. The parties are directed to provide these notices at the time and in the manner set forth in the Second Amended Settlement Agreement;
11. Members of the Settlement Classes shall opt out of the Settlement by returning the Opt Out form (in the form attached as Exhibit "C") within forty-five (45) days

of the mailing of the Notice of Proposed Class Action Settlement as set forth in the Second Amended Settlement Agreement, and members of the Site Testing Class shall elect to receive the site testing provided by the Second Amended Settlement Agreement by returning to Lead Class Counsel a fully completed Report for Site Testing Form within forty-five (45) days of the mailing of the Notice of Proposed Class Action Settlement as set forth in the Second Amended Settlement Agreement;

12. Following the fairness hearing scheduled in paragraph 5 hereof, should the Court give final approval to the settlement, the Court will set a deadline for the mailing of form of Notice of Site Testing Results and submission of the Acceptance of Site Testing Form, in the same form attached hereto as Exhibit "D."

BY THE COURT:

EXHIBIT “D”

SITE TESTING PROTOCOL

1. Put on protective “booties” before entering the house.
2. Proceed to the former location of the Mercury Regulator. Take care not to walk around the room more than is necessary.
3. Confirm that a Mercury Regulator is not present. *Do not proceed if a Mercury Regulator is still present.*
4. Visually inspect the floor near the former location of the Mercury Regulator for visible beads of mercury.
5. Using a properly calibrated Lumex® RA 915 Light mercury vapor analyzer (or its equivalent) in accordance with the manufacturer’s instructions, measure mercury vapor concentrations at a point three feet above the floor (the “breathing zone”), and at the floor level, as follows:
 - a. Near the former location of the Mercury Regulator; and
 - b. Along the path to the nearest egress from the location.
6. Only if mercury vapor concentrations are detected in excess of .001 milligrams per cubic meter (“.001 mg/m³”) at any of the locations set forth in no. 5 above, take one measurement in the middle of every other room in the house, in the breathing zone, and take a digital photograph of each room tested.
7. Remove protective booties and bag for disposal.
8. Only if measurements are taken in each room of the house as set forth in no. 6 above, calculate the house-wide average mercury concentration by adding the results of all measurements taken in the breathing zone and dividing by the number of such measurements.
9. Maintain a record of all site inspection activities, including the digital photographs and the calculation of the house-wide average mercury concentration, and provide copies to Class Counsel.
10. If the foregoing testing is performed by a contractor engaged by Class Counsel, instead of by PGW, then the contractor shall notify PGW if its testing identifies visible beads of mercury or mercury concentrations in excess of .001 mg/m³ to provide a representative of PGW to be present to verify the testing and observe any additional testing. PGW shall provide the contractor with a telephone number to be used to notify PGW, and the contractor may resume testing if a PGW representative does not arrive at the location within one and one-half (1 ½) hours of being notified.

EXHIBIT “E”

I agree to furnish additional information to Lead Class Counsel and the Claims Administrator to support this claim if required to do so. I agree to cooperate in the scheduling of the testing requested and in performing the testing requested, and understand that if I do not cooperate, the requested testing will not be done.

Signature: _____ Date: ____ / ____ / _____

Return Completed Form by Mail to:
Alan M. Feldman, Esquire
Thomas More Marrone, Esquire
Feldman, Shepherd, Wohlgelernter, Tanner & Weinstock
1845 Walnut Street, 25th Floor
Philadelphia, PA 19103

EXHIBIT “F”

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you currently own or occupy property in Philadelphia at which Philadelphia Gas Works (“PGW”) has previously installed a natural gas regulator that contains or formerly contained mercury, or you have been exposed to mercury from such a regulator, this Notice may affect your rights.

Summary of the Proposed Settlement: A settlement has been proposed, and preliminarily approved, in Brophy v. Philadelphia Gas Works, et al., Case No. 04-197, a class action filed in the Philadelphia County Court of Common Pleas. The parties have agreed to the certification of three separate classes: (1) a Site Testing Class, consisting of all individuals and entities who currently own or occupy property in Philadelphia from which PGW has removed a Mercury Regulator; (2) a Mercury Regulator Removal Class, consisting of all individuals and entities who currently own or occupy property in Philadelphia at which PGW has installed, but not yet removed, a Mercury Regulator; and (3) a Medical Testing Class, consisting of all individuals, including but not limited to those in the Site Testing Class, who have been exposed to mercury from a Mercury Regulator. Subject to conditions more fully described in the Settlement Agreement and Long Form Notice, each member of the Site Testing Class will be offered testing to be paid by PGW and at no cost to the class member, determine whether or not mercury was spilled during PGW’s removal of a Mercury Regulator, and if mercury was spilled in sufficient quantities, remediation of the spill. Each member of the Mercury Regulator Removal Class will receive the benefit of a Court Order directing PGW to continue to use improved procedures for the future removal of their Mercury Regulators, which PGW has already voluntarily adopted. Each member of the Medical Testing Class who has been exposed to certain levels of mercury from PGW’s removal of a Mercury Regulator will be offered a urine test to determine whether any health impacts may have occurred.

If you fit one or more of the above definitions, then you are a Class Member and can make a claim for the relief offered under the proposed settlement, exclude yourself from the proposed settlement, or object to the proposed settlement. You may file a claim, exclude yourself, or object by following the directions in the Long Form Notice, which is available from Class Counsel identified below. If you do nothing, then you will be bound by the terms of the proposed settlement, if approved by the Court.

The Court has preliminarily approved the proposed settlement, but it will not become final unless the Court decides to approve it after a Fairness Hearing. The Fairness Hearing is scheduled for [DATE] at [TIME] before the Honorable Mark I. Bernstein, in Courtroom 246, City Hall, Philadelphia, PA 19107.

How to Get More Information: For complete information on the proposed settlement, or if you wish to discuss this lawsuit or have any questions concerning your rights or interests with respect to these matters, contact Class Counsel: Alan M. Feldman, Esq. & Thomas More Marrone, Esq., Feldman, Shepherd, Wohlgelemer & Tanner, 1845 Walnut Street, 25th Floor, Philadelphia, PA 19103, (215) 567-8300, afeldman@feldmanshepperd.com, tmarrone@feldmanshepperd.com, or visit the firm’s website at www.feldmanshepperd.com. DO NOT CONTACT THE COURT OR PGW.

EXHIBIT “G”

- (1) I reasonably believe that I have been exposed to mercury vapor in excess of .01 mg/m³ from a Mercury Regulator;
- (2) I shall take all steps requested to obtain health insurance coverage for the urine testing offered under the Settlement, or I do not have health insurance coverage;
- (3) I consent to the urine testing offered under the Settlement; and
- (4) I consent to follow-up hair and/or blood testing requested by the Defendants if the results of my urine test show urinary mercury concentrations in excess of 20 micrograms per liter (“20 ug/l”).

By signing below I certify that the above information is true and correct, and that I wish to participate in the medical testing offered in the Settlement. I agree to furnish additional information to Lead Class Counsel and the Claims Administrator to support this claim if required to do so.

Signature: _____ Date: ___ / ___ / _____

You must submit with this Form a HIPAA Authorization Form authorizing Lead Class Counsel to obtain and review the results of your urine test, and to copy and distribute the results to Defendants upon Defendants’ request for the purpose of determining the source of your mercury exposure. Your claim will be denied if you fail to include a valid, fully completed HIPAA Authorization Form.

In addition, if you claim to have been exposed to mercury vapor in excess of .01 mg/m³ from a Mercury Regulator in a location that is not identified in the Notice of Site Testing Results, you must provide documentation to support a finding of such exposure. If you do not provide such documentation, your claim will be denied.

**Submit this Form together with your HIPAA Authorization Form
and any supporting documentation to:**

[CLAIMS ADMINISTRATOR]