

# NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL IN THE MATTER OF POLYESTER STAPLE CLASS ACTION LITIGATION

## PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

**TO: All persons in Canada who purchased Polyester Staple Products in Canada between April 1, 1999 and July 31, 2001, except the Defendants, subsidiaries or affiliates of each Defendant, and the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest.**

Polyester Staple means polyester fiber, other than fibrefill, uncut or cut to specific and relatively limited lengths (generally 0.5 to 4 – 8 inches). Polyester Staple Products means Polyester Staple and products that directly or indirectly contain or are derived from Polyester Staple.

### I. THE PURPOSE OF THIS NOTICE

Class Proceedings lawsuits have been initiated in Ontario, British Columbia and Quebec against E.I. Du Pont De Nemours and Company, DAK Americas LLC, and DAK Fibers LLC, Nan Ya Plastics Corp., Nan Ya Plastics Corporation America, Wellman Inc., Arteva Specialties, S.a.r.l. a/k/a Kosa, Arteva Specialties L.L.C., Koch Industries, Inc., Imasab S.A. de C.V., Robert Bradley Dutton, and Troy F. Stanley Sr. (the "Defendants"), in which it is alleged that the Defendants conspired to fix prices for Polyester Staple Products in Canada (collectively the "Proceedings").

Settlement Agreements (the "Agreements") have been reached between the Plaintiff and E.I. Du Pont De Nemours and Company, DAK Americas LLC, and DAK Fibers LLC, Nan Ya Plastics Corp., Nan Ya Plastics Corporation America, Wellman Inc., Arteva Specialties, S.a.r.l. a/k/a Kosa, Arteva Specialties L.L.C., Koch Industries, Inc., Robert Bradley Dutton, and Troy F. Stanley Sr. (the "Settling Defendants"). The lawsuit has been discontinued against the Defendant Imasab S.A.

This notice is to advise you of the Agreements and to inform you of your rights as a class member under the Agreements. You will be bound by the terms of the Agreements unless you exclude yourself by opting out of the Agreements. Opting out is explained below.

The action was certified and the Agreements approved by the Courts in Ontario, Quebec and British Columbia on June 14, 2005, September 22, 2005, and September 18, 2005 respectively. The fees, disbursements and taxes of class counsel, as approved by the Court, are \$313,064.74.

### II. THE AGREEMENTS

Under the terms of the Agreements, the Settling Defendants have agreed, in exchange for a full release of claims against them relating to the Proceedings, to pay \$974,929.25. The Settling Defendants do not admit any wrongdoing or liability on their part. The Agreements represent a compromise of disputed claims. The Proceedings were certified as a class proceeding on consent against the Settling Defendants for the purpose of the Agreements only.

### III. CLASS MEMBER CATEGORIES

Class members fall into the following categories:

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|--------------------------------|--|
| <b>Distributors</b>            | Class members who purchased Polyester Staple in Canada between April 1, 1999 and July 31, 2001, directly from a Defendant and only resold all of the purchased Polyester Staple without either further processing it or including it in any other product. |
| <b>Direct Purchasers</b>       | Class members, other than Distributors, who purchased Polyester Staple in Canada between April 1, 1999 and July 31, 2001, directly from a Defendant or from a Distributor.   |
| <b>Intermediate Purchasers</b> | Class members, other than a Direct Purchaser, a Distributor or a Consumer, who purchased Polyester Staple Products in Canada between April 1, 1999 and July 31, 2001.  |
| <b>Consumers</b>               | Class members who purchased Polyester Staple Products in Canada between April 1, 1999 and July 31, 2001, for personal consumption or use.  |

### IV. COMPENSATION PLAN – DIRECT PURCHASERS AND DISTRIBUTORS

Under the terms of a Distribution Protocol, 80% percent of the total settlement fund (\$974,929.25), less deductions for class counsel fees and disbursements, notice and administration costs, has been allocated to Direct Purchasers and Distributors. Direct

Purchasers and Distributors may be eligible to receive direct compensation under the Agreements. Eligible Direct Purchasers and Distributors will receive settlement benefits from the Distributors and Direct Purchasers settlement fund on a pro-rata basis based on whether they are a Direct Purchaser or Distributor, the dollar value of the Polyester Staple purchased, the quality of Polyester Staple purchased, and the date on which the Polyester Staple was purchased.

Direct Purchasers and Distributors must complete a Claim Form, and submit certain required supporting documentation outlined in the Claim Form. To be eligible for compensation, the Claim Form together with the required supporting documentation must be submitted to the Claims Administrator by January 17, 2006.

### V. COMPENSATION PLAN – INTERMEDIATE PURCHASERS AND CONSUMERS

Under the terms of the Distribution Protocol, 20% of the total settlement fund (\$974,929.25) is allocated to Consumers and Intermediate Purchasers. Recognizing the difficulty of accurately identifying the amount of overcharge, if any, actually borne by any given Intermediate Purchaser or Consumer, and recognizing the related difficulties in directly compensating Intermediate Purchasers and Consumers, compensation for Intermediate Purchasers and Consumers will be paid out by the claims administrator through a distribution to organizations which operate for the general benefit of Intermediate Purchasers and Consumers.

### VI. OPTING OUT OF THE PROCEEDINGS

If you would like to exclude yourself from the Proceedings, you can opt out by submitting a written request to be excluded to the Claims Administrator. Your request must include the following information:

- Name, address, and telephone number;
- province or provinces of residence during the Class Period (which is April 1, 1999 to July 31, 2001);
- province in which Polyester Staple Product(s) was purchased;
- the dollar amount and the date of such Polyester Staple Product purchases; and
- the request to be excluded from the Proceedings.

If a Class Member does not timely and properly Opt Out of the settlements and does not timely and properly register for benefits with the Claims Administrator, he or she will be forever barred from receiving any benefits under the Settlement Agreements, and from instituting or continuing any action against the Defendants and/or Released Parties related to the price-fixing of Polyester Staple.

The request for exclusion must be mailed by December 3, 2005 to:  
POLYESTER STAPLE LITIGATION CLAIMS ADMINISTRATOR  
c/o Neal, Pallett & Townsend  
633 Colborne Street, Suite 300  
London, ON N6B 2V3

### VII. FURTHER INFORMATION

Complete copies of the Settlement Agreements, Distribution Protocol and instructions on how to obtain a Claim Form or Opt Out Form are available on Class Counsel's website at [www.classaction.ca](http://www.classaction.ca). To obtain a paper copy of the Claim Form necessary to file a claim for Settlement benefits or an Opt Out Form necessary to Opt Out of the Settlement, please call the Claims Administrator at **1-866-432-5534**.

The law firm of *Siskind, Cromarty, Ivey & Dowler<sup>LLP</sup>*, represents Class Members in Ontario, along with all Class Members in provinces other than British Columbia and Quebec, and corporate entities in Quebec. Ontario Class Counsel can be reached toll-free at **1-800-461-6166 ext. 455** or by mail at 680 Waterloo Street, London, ON N6A 3V8.

The law firm of *Poyner Baxter* represents the Class in British Columbia. Poyner Baxter can be reached at **604-988-6321** or by mail at Lonsdale Quay Plaza, #408-145 Chadwick Court, North Vancouver, BC V7M 3K1

The law firm of *Siskinds, Desmeules, Avocats, s.e.n.c.r.l.* represents the Quebec consumers. Quebec Class Counsel can be reached at **418-694-2009** or by mail at Les promenades du Vieux-Quebec, 3 rue Buade, bureau 320, Quebec City, QC G1R 4A2.

If there is a conflict between the provisions of this Notice and the Settlement Agreements and any of their appendices, the terms of the Settlement Agreements shall prevail.