

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

IN RE ETHYLENE PROPYLENE DIENE  
MONOMER (EPDM) ANTITRUST  
LITIGATION,

THIS DOCUMENT RELATES TO:

Case No.  
3:03md1542(SRU)

3:03cv1445(SRU)  
3:03cv1536(SRU)  
3:03cv1744(SRU)  
3:03cv1749(SRU)  
3:03cv1750(SRU)  
3:03cv1751(SRU)  
3:03cv1752(SRU)  
3:03cv1753(SRU)  
3:03cv2076(SRU)  
3:03cv2182(SRU)  
3:04cv396(SRU)

**ORDER AND FINAL JUDGMENT**

Class Plaintiffs and Defendants Chemtura Corporation (f/k/a Crompton Corporation) and Chemtura USA Corporation (f/k/a/ Uniroyal Chemical Company, Inc.) (jointly, "Crompton") entered into a Settlement Agreement to fully and finally resolve the Class' claims against Crompton and other Releasees. On February 15, 2007, the Court entered its Order granting preliminary approval of the proposed settlement between Class Plaintiffs and Crompton ("Preliminary Approval Order"). Among other things, the Preliminary Approval Order authorized Class Plaintiffs to disseminate notice of the settlement, the fairness hearing, and related matters to the Class. Notice was provided to the Class pursuant to the Preliminary Approval Order and the Court held a fairness hearing on May 9, 2007.

Having considered Class Plaintiffs' Motion For Final Approval of Proposed Settlement With Defendants Chemtura Corporation (Formerly Crompton Corporation) and Chemtura USA Corporation (Formerly Uniroyal Chemical Company, Inc.), oral argument presented at the

fairness hearing, and the complete records and files in this matter,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court has jurisdiction over the subject matter of this litigation.
2. Terms capitalized in this Order and Final Judgment have the same meanings as those used in the Settlement Agreement.
3. The Preliminary Approval Order outlined the form and manner by which the Plaintiffs would provide the Class with notice of the settlement, the fairness hearing, and related matters. The notice program included individual notice to members of the Class who could be identified through reasonable effort, as well as the publication of a summary notice in The Wall Street Journal and International Herald Tribune. Proof that the mailing and publication conformed with the Preliminary Approval Order has been filed with the Court. That notice program fully complied with Fed. R. Civ. P. 23, and the requirements of due process. It provided due and adequate notice to the Class.
4. The settlement was attained following an extensive investigation of the facts. It resulted from vigorous arm's-length negotiations which were undertaken in good faith by counsel with significant experience litigating antitrust class actions.
5. Final approval of the settlement with Crompton is granted pursuant to Fed. R. Civ. P. 23(e), because it is "fair, reasonable and adequate" to the Class. In reaching this conclusion, the Court considered: the complexity, expense, and likely duration of the litigation, the Class' reaction to the settlement and the result achieved.
6. The following Class is certified, for settlement purposes, pursuant to Fed. R. Civ. P. 23:

All persons and entities who purchased EPDM in the United States directly from any of the Defendants at any time during the Class Period, January 1, 1997 through December 31, 2001. Excluded from the Class are all governmental entities, Defendants, their respective parents, predecessors, subsidiaries and affiliates, and each of the Excluded Entities identified in Paragraph 15 of the Settlement Agreement.

This Class satisfies the prerequisites for certification set forth in Fed. R. Civ. P. 23(a), in that: (a) the Class is so numerous that joinder of all members is impracticable; (b) the members of the Class share common questions of law or fact; (c) Class Plaintiffs' claims are typical of those of the Class; and (d) Class Plaintiffs have, and will, fairly and adequately protect the interests of the Class. In addition, the requirements of Fed. R. Civ. P. 23(b)(3), are satisfied in that: (a) common questions of law or fact predominate over questions affecting only individual members; and (b) litigating this case as a class action is superior to other methods available for the fair and efficient adjudication of the controversy. Therefore, final certification of the Settlement Class is granted.

7. Class Plaintiffs are adequate representatives of the Class and are hereby appointed as the Settlement Class representatives.

8. Pursuant to Fed. R. Civ. P. 23(g), Class Counsel, previously appointed by the Court (Cohen, Milstein, Hausfeld & Toll, P.L.L.C.; Gold Bennett Cera & Sidener LLP; Bolognese & Associates, LLC; and Levin Fishbein Sedran & Berman), are appointed as counsel for the Settlement Class. These firms have, and will, fairly and competently represent the interests of the Class.

9. The entities identified on Exhibit A have timely and validly requested exclusion from the Settlement Class and, therefore, are excluded. Such entities are not included in or bound by this Order and Final Judgment. Such entities are not entitled to any recovery from the

settlement proceeds obtained through this settlement. However, this Order and Final Judgment in no way affects their right to participate in any recovery obtained from any other Defendant.

10. All Released Claims are hereby dismissed with prejudice and without costs. The Releasers are barred from instituting or prosecuting, in any capacity, an action or proceeding that asserts a Released Claim against any Releasee. This dismissal applies only in favor of Crompton and the other Releasees. It is made without prejudice to any claims the Class has against any other Defendant.

11. The settlement amount of \$21,000,000, which Crompton has deposited into escrow accounts established by the parties, plus accrued interest thereon, is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

12. This Order and Final Judgment does not settle or compromise any claims by Class Plaintiffs or the Class against the Defendants or other persons or entities other than the Releasees, and all rights against any other Defendant or other person or entity are specifically reserved. Claims arising out of the sales of EPDM to members of the Class by Crompton shall remain in these cases as a basis for damage claims against the Non-Settling Defendants and shall be part of any joint and several liability claims against any Non-Settling Defendant or other person or entity other than the Releasees.

13. Neither the Settlement Agreement, nor any act performed or document executed pursuant to the Settlement Agreement, may be deemed or used as an admission of wrongdoing in any civil, criminal, or administrative proceeding.

14. Without affecting the finality of this Order and Final Judgment, the Court retains

exclusive jurisdiction over: (a) the enforcement of this Order and Final Judgment; (b) the litigation of claims raised in this case between the Class Plaintiffs and all remaining Defendants; (c) the enforcement of the Settlement Agreement; (d) any application for attorneys' fees and reimbursement of expenses made by Class Counsel; and (e) the distribution of the settlement proceeds to the Class Members.

15. Pursuant to Fed. R. Civ. P. 54(b), the Court finds that there is no just reason for delay and hereby directs the entry of judgment as to defendants Chemtura Corporation (f/k/a Crompton Corporation) and Chemtura USA Corporation (f/k/a Uniroyal Chemical Company, Inc.)

It is so ordered.

Dated at Bridgeport, Connecticut, this 9<sup>th</sup> day of May 2007.

/s/ Stefan R. Underhill  
Stefan R. Underhill  
United States District Judge