

LOCAL

ST. CLAIR COUNTY JURORS REACH DEFENSE
VERDICT IN WASHINGTON PARK COLLISION SUIT.



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New lawyer representing plaintiffs in Sauget pollution case; Will seek to invalidate \$21 million settlement

BY RECORD NEWS

BELLEVILLE — Jacqueline Everson and Tyrha Dooley, who fired their lawyers for settling 11,256 pollution-related disease and property damage claims against Monsanto for \$21 million, have retained attorney Greg Lathram of Collinsville.

He can now argue a motion Everson filed on her own to invalidate the settlement.

Chief Circuit Judge Andrew Gleeson had withdrawn Environmental Litigation Group as counsel for Everson and Dooley on Jan. 15.

Gleeson denied withdrawal for about 500 plaintiffs who signed a petition to fire the group, saying Everson couldn't represent them.

Since then more plaintiffs have fired the group, some by filing motions and others by sending certified letters to the firm.

Gleeson signed a withdrawal order for those plaintiffs at a hearing on Feb. 20, clearing the way for them to seek counsel.

At press time, the Record could not determine the number of withdrawals.

Gleeson set a hearing March 28, for plaintiffs to tell him whether they found counsel or intended to proceed without a lawyer.

After the hearing, Everson introduced Lathram to about 30 plaintiffs.

He said he wouldn't talk to plaintiffs who didn't fire their lawyers.

"Justice has been denied to people in East St. Louis for years," Lathram said outside Gleeson's court after the hearing.

"I'm not going to be intimidated. You can't buy my soul."

Environmental Litigation Group started the

litigation for about 1,000 plaintiffs in 2009, seeking damages from Monsanto and Cerro Copper.

Former chief judge John Baricevic stayed the proceedings for mediation.

Monsanto and Environmental Litigation Group reached a settlement in 2014.

The plaintiff group then sued Cerro on behalf of about 10,000 plaintiffs.

Most plaintiffs received \$600 payments from the settlement in 2015.

In 2016, Gleeson signed an order finding good faith in the settlement.

Cerro appealed, claiming the order would let it seek contribution from Monsanto in event of a jury award.

Last April, Fifth District appellate judges cited the good faith order.

They found that a lack of information doubt on the validity of the settlement.

Gleeson set a first trial for March 18, but canceled it on Feb. 1.

He ordered Monsanto to file a motion for good faith, and re-set trial for July 8.



Gleeson

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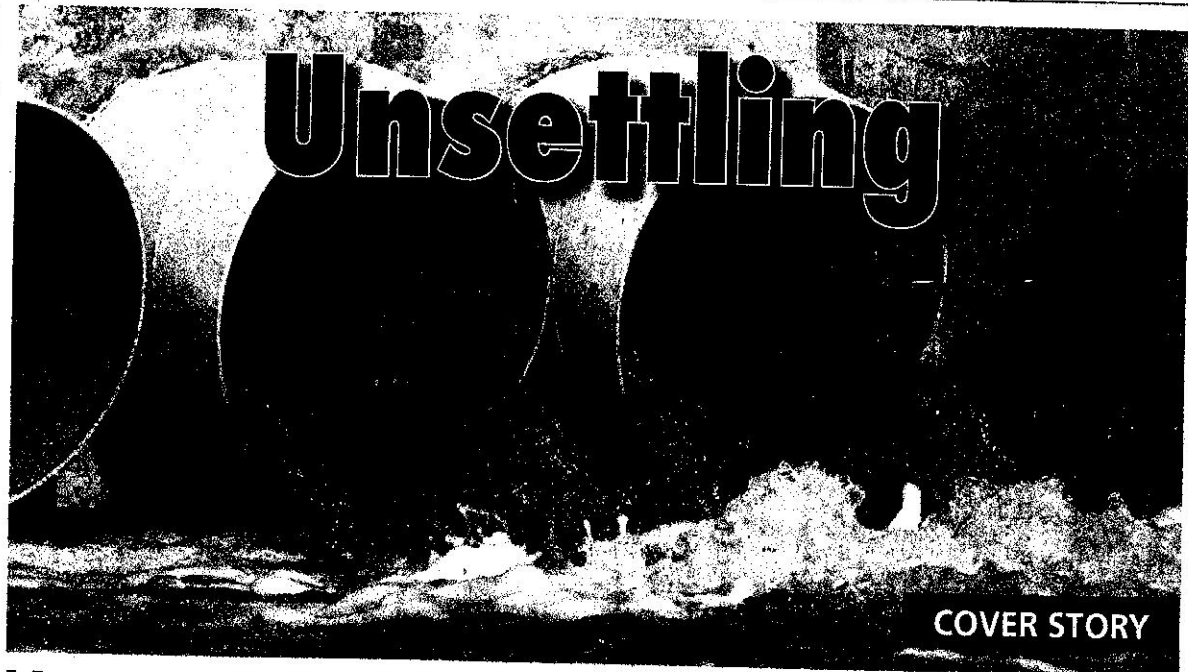


Hearing on settlement approval set in sewer fee dispute

St. Clair Township residents allege they pay higher sewer fees than Swansea residents. **2**

Guests sue former Madison county official over dog attack

The suit alleges former administrator of community development Kristen Poshard's dog attacked without provocation. **4**



Monsanto pollution plaintiffs seeking to invalidate settlement say they've been met with 'hostility and threats' for seeking details

BY RECORD NEWS

BELLEVILLE — Almost 300 plaintiffs in pollution suits called on St. Clair County Chief Judge Andrew Gleeson to invalidate a settlement between their lawyers and Monsanto.

At a hearing on Jan. 15, Gleeson granted requests of plaintiffs Jacqueline Everson and Tyrha Dooley to withdraw, but not hundreds of others who signed their petitions. When some in the gallery spoke up, he admonished them.

"This is a court of law," Gleeson said. "We can't yell out... You will need legal counsel."

"When you represent yourself, you have to figure out how to do it yourself."

In her Dec. 31 petition indicating that hundreds of plaintiffs were seeking new lawyers, Everson wrote that petitioners voided settlement checks they received last fall.

She wrote that plaintiff Tyrha Dooley started the petition drive in a social media group, "East St. Louis vs. Monsanto: The humiliation." The group was started on Nov. 6, after Dooley received her daughter's check and "couldn't stop crying."

Gleeson and former judge Vincent Lopinot found good faith in the settlement, but Fifth District appellate judges vacated their finding last April.

They found Gleeson and Lopinot didn't read settlement documents. They found the lack of information cast doubt on the validity of the settlement.

Environmental Litigation Group of Birmingham, Ala., started the litigation in association with local lawyer Paul Schoen 10 years ago.

The Alabama group of lawyers had previously achieved a \$700 million settlement with Monsanto over damage from "PCB," polychlorinated biphenyls, in Anniston, Ala.

The group told potential clients the claims in Illinois might have greater value, and they signed up 11,256 clients including former residents all over the nation.

They sued Monsanto, which had operated south of East St. Louis since 1899, and Cerro Copper, which had operated there since 1927.

They blamed Monsanto for polychlorinated biphenyls, Cerro for dioxin. Former chief judge John Baricevic stayed the cases pending mediation, which continued for years.

Cerro didn't settle, but Monsanto eventually did.

See **EVERSON**, Page 8



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St. Clair County pollution settlement with Monsanto met with stern disapproval at Fifth District (/stories/511396327-st-clair-county-pollution-settlement-with-monsanto-met-with-stern-disapproval-at-fifth-district)

by Record News (/author/record-news) | Apr. 20, 2018, 4:28pm



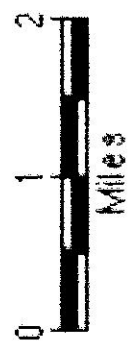
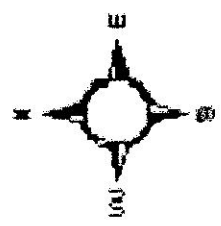
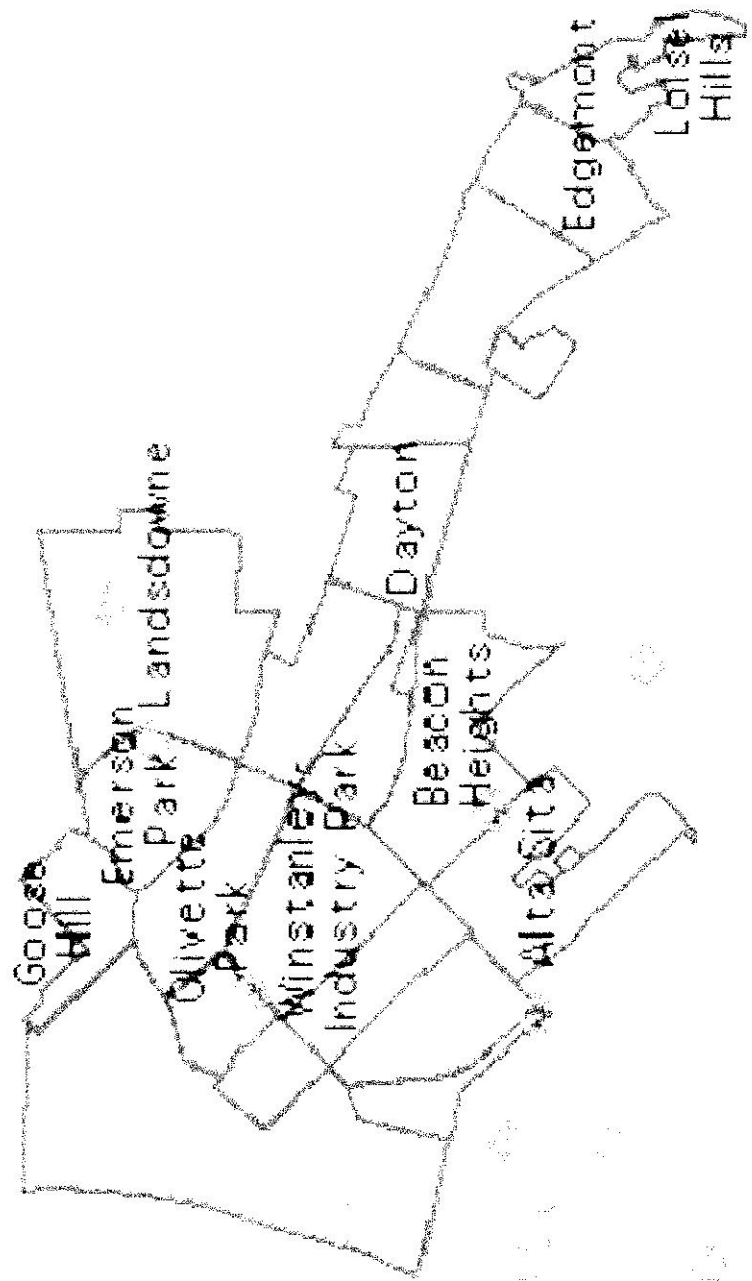
MOUNT VERNON – In a mass action case under seal at St. Clair County Circuit Court, judges Andrew Gleeson and Vincent Lopinot approved settlement of 11,256 pollution claims against Monsanto without reading the agreements behind it, according to Fifth District appellate judges.

The appellate panel vacated the settlement (<http://www.illinoiscourts.gov/Opinions/AppellateCourt/2018/5thDistrict/5160161.pdf>) on April 18 and told the judges to consider whether plaintiffs received enough information to make informed choices.

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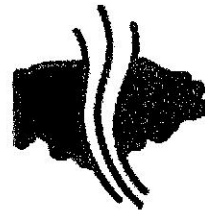
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Accepted Comments	
Filing Type	EFileAndServe
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BACKGROUND

A. "Courts have considered a settlement to be in bad faith where the parties to the settlement ignore established procedural rules":

This is a settlement based on gross violations of established procedural rules ("bad faith")

- Plaintiff's lawyers deliberately did not abide by the Illinois Rules of Professional Conduct:

A. http://www.illinoiscourts.gov/supremecourt/rules/art_viii/ArtVIII_NEW.htm#1.2 (Exhibit A)

- Rule 1.2(a)..Lawyers did not abide by a client's decision whether to settle a matter.
- Rule 1.4(a)..Lawyers did not promptly comply with reasonable requests for information.
- Rule 1.4(b)..Lawyers did not permit the client to make informed decisions.
- Rule 3.1.4...Lawyers did not keep clients informed of decisions requiring clients consent.
- Rule 1.8(g)..Lawyers did not obtain clients informed consent, in a writing signed by the client.
- Rule 3.3.....Lawyers presented the settlement as "good faith" knowing plaintiffs did not receive an offer or consent.

1. Plaintiffs don't even know what month or what year Monsanto paid the settlement. (Exhibit J)
2. Plaintiffs did not receive a settlement offer. (Exhibit J)
3. Plaintiffs did not accept a settlement offer. (Exhibit J)
4. Plaintiffs did not have an opportunity to make a consideration concerning the settlement terms; Lawyers denied plaintiffs right to make informed choices. (Exhibit J)

August 24, 2015, Environmental Litigation "ELG" letter to plaintiffs (misrepresented terms):

Quote: "Please note that in order to receive the \$600 participation payment, we must have a properly executed release from you." (Exhibit M)

- Plaintiff's lawyers requested a "Release of all Claims" years before the case was settled, and threatened to kick plaintiffs out of the settlement if they didn't return the release. (Exhibit N)
- November 7, 2018, Environmental Litigation, P.C. letter to plaintiffs (Exhibit J):

Quote: "With the final distribution of the Monsanto settlement having begun, we are receiving many questions about the settlement." "One of the questions we have been receiving most frequently is, what was the total amount of the Monsanto settlement."

"Courts have considered a settlement to be in bad faith where the parties to the settlement engage in wrongful conduct, collusion, or fraud; misrepresent the terms of the agreement, ignore established procedural rules or fail to notify potential defendants of the existence of the settlement. Johnson v. United Airlines, 203 Ill. 2d 121, 134 (2003); Babb v. City of Champaign, 162 Ill. 2d 153, 166-67 (1994)."

“A compromise can be invalidated for Fraud if one party deliberately conceals facts with the intent to induce the action of the other party”.

1. Plaintiff's lawyers deliberately concealed settlement facts with the intent to force plaintiffs to take a bad - unacceptable settlement; through oppression, fraud, dishonesty and under duress.
2. Plaintiff's lawyers deliberately concealed settlement facts to obtain final court approval on a “bad faith” settlement.

FRAUD – Bad Faith Settlement

In April 2018, immediately after the Appellate panel vacated the Monsanto settlement and told judges to consider whether plaintiffs received enough information to make informed choices.

- Plaintiff's lawyers responded using a dishonest letter to plaintiffs (A scheme):

1. To undermine plaintiff's right to make an informed decision and,
2. To suppress the “good faith” deficiency identified by the Appellate Court:

(<http://www.illinoiscourts.gov/Opinions/AppellateCourt/2018/5thDistrict/5160161.pdf>)

B. April 27, 2018, Environmental Litigation Group, P.C. fraud letter to plaintiffs (Exhibit B):

Quote: “RE: East St. Louis litigation update.”

“If you have any questions or issues which cannot be answered by this automated line, specifically regarding your settlement payments, you may speak to the QSF administrator or his staff directly at (314) 328-4696.”

- The automated line only re-read the letter and gave no specific settlement details.
- The QSF administrator and his staff did not answer one question regarding any settlement payments (a dishonest ploy).
- Plaintiffs contacted Paul Schoen through letters and petitions after seeking settlement details by phone for years without any success. Plaintiffs gave lawyers every chance to be honest.

Plaintiffs challenged lawyer's dishonesty after they pretended to provide details: Plaintiffs continued to pressure their lawyers hard for settlement details through letters and petitions:

- First, plaintiff's lawyers denied knowing the settlement details.
- Second, lawyers threatened plaintiffs who signed the petition asking for the settlement details.
- “Duress is defined as the imposition, oppression, undue influence or the taking advantage of the stress of another whereby one is deprived of the exercise of his/her free will.”

FRAUD – Bad Faith Settlement (Con't)

C. May 15, 2018, "Plaintiffs Petition Signatures" asking lawyers for settlement details (Exhibit C).

Quote: "Sign this petition if lawyers have not provided plaintiff's with settlement details to make an informed decision concerning the Monsanto Pollution Settlement." "Sign if you want/deserve settlement details in writing, before lawyers ask the court to finalize the settlement. Plaintiffs deserve facts not vague concepts."
"The April 27, 2018, lawyer letter provided false hope to plaintiffs seeking settlement details"

D. May 21, 2018, Jacqueline Everson and plaintiff's letter to Paul Schoen (Exhibit D)

Quote: "RE: East St. Louis settlement litigation case number: 091.-295"
"Plaintiff's requests for Monsanto settlement details before the court finalize the settlement."

E. May 23, 2018, Paul Schoen response letter to Jacqueline Everson; denied knowing settlement details. The lawyers deliberately concealed facts. (Exhibit E):

Quote: "I have no additional information to provide to you that you would not have learned in your conversations with Mr. Cade."

F. Mr. Cade told the East St. Louis Monitor newspaper; plaintiff's lawyers deliberately hid the settlement details from the plaintiffs. (No offer/No consent). (Exhibit F)

Quote: "Because it is still an active lawsuit with cases against Cerro Copper going to trial in early 2019, they didn't release the settlement was 20 million."

Fraud: (Ill. S. Ct. R. 213(i) non-settling defendants are entitled to discover the settlement amt./terms).

FRAUD - Plaintiff's lawyers (Paul Schoen and Gregory Cade) actions; "denotes conduct having a purpose to deceive and not merely negligent misrepresentation or failure to apprise another of relevant information."

Plaintiff's lawyers presented this agreement to the Court as a "good faith" settlement; knowing plaintiffs did not receive a settlement offer, or consent and consider as required by law. Plaintiffs continued to seek settlement details from lawyers, and it is plaintiffs right to know.

- Plaintiffs were met with hostility and threats for being persistent in asking for settlement details after the Appellate Court vacated the settlement for lack of information.

DURESS – NONDISCLOSURE AS FRAUD

The Monsanto settlement is under seal and described by the Appellate panel as a deficient settlement; without required settlement facts. This opinion sparked desperation among plaintiffs who have been waiting for more than ten years for some glimpse of justice; while surrounded by 25 million times the PCB level acceptable for human contact; suffering from various illnesses, various cancers, and deaths. A future filled with fear and no prospect for a long healthy future:

- <https://beltmag.com/a-short-way-to-hell-in-sauget-illinois-poisons-mean-profit/>
- 1. Plaintiff's lawyers forced a "bad faith" unknown settlement on plaintiffs under duress:
- 2. Plaintiff's lawyers threatened to take action against plaintiffs who signed the petitions simply asking for the Monsanto settlement details. (Exhibit C)
- G. June 1, 2018, Jacqueline Everson fax to Paul Schoen asking for settlement details with signed petitions (Exhibit G):

Quote: "Please provide settlement details in writing to all 11,256 plaintiffs before you finalize the settlement." (Page 1, Exhibit G)

"Plaintiff's against East St. Louis Monsanto "Blank Settlement Approval" listing the "Release of all claims" ploy (Pg. 2, Exhibit G)

"Plaintiff's Signed Petitions" (Pages 3 to Page 5, Exhibit G):

Coercion is the practice of persuading someone to do something by using force or threats:

- Plaintiff's lawyers have used threats to force plaintiffs to stop actively seeking details; to deny their rights as plaintiff's in this Monsanto settlement case. (Exhibit C)
- H. June 1, 2018, Environmental Litigation Group, P.C. and Schoen Law Firm threat letter to plaintiff's who signed the petition asking for settlement details. (Exhibit H)

Quote: "This letter is being mailed only to the group of clients who signed a petition being disseminated by Jacqueline Everson." "We will take steps to prevent further damage by the people who are attempting to undermine this litigation."

"So, there is no misunderstanding, you should know we cannot allow any more disruptions due to misinformation as suggested in this petition because the misinformation will have a profound, adverse effect on the outcome of the trial."

- Plaintiffs evidence proves E. St. Louis PCB pollution is the worst hidden environmental discrimination in the U.S. history.

ILLEGALITY AND MISREPRESENTED THE TERMS OF THE AGREEMENT

The plaintiffs have an unfair illegal disadvantage in the Monsanto settlement. Plaintiffs are a party in the Monsanto settlement; plaintiffs don't know when or how much Monsanto paid or the settlement terms. Plaintiff's lawyers changed the terms of the settlement; excluded plaintiffs:

1. Monsanto made an agreement with the lawyers not with the plaintiffs/defy Appellate ruling:
 - September 26, 2018, The Supreme Court denied review of the Appellate Court decision to vacate the Monsanto settlement: <http://www.illinoiscourts.gov>
- I. Oct. 29, 2018, Monsanto settlement checks were mailed to plaintiffs without an offer or consent and under duress. By endorsing you release all to the full extent under law. (Exhibit I)
 - Many plaintiffs voided checks and mailed them back to the Qualified Settlement Fund ("QSF") administrator in Alabama. (Exhibit D)
- J. November 6, 2018, "Plaintiffs Petition Signatures" was started by Tyrha Dooley: Plaintiff and Administrator of "East St. Louis v/s Monsanto; The humiliation". A social media group started after Tyrha received her daughter's check, and could not stop crying. (Exhibit J)

Quote: "1. Release of the blood work that was given in this case."

"2. Disclose the settlement amount from Monsanto."

"3. Don't hold any claimants liable for any and all actions taken against Environmental Litigation Group or its affiliates."

"4. Remove yourself as representatives of these and any future cases."

"5. Release all documents, emails and finance statements related to these cases."

- K. November 7, 2018, Environmental Litigation, P.C. letter "mocking" plaintiffs with settlement details after checks were mailed to plaintiffs. (Exhibit K)

Quote: "With the final distribution of the Monsanto settlement having begun, we are receiving many questions about the settlement." "One of the questions we have been receiving most frequently is, what was the total amount of the Monsanto settlement." "The total settlement amount was \$20,706,023.60 of this \$9,874,739.24 is allocated directly to clients as their portion of the settlement."

ILLEGALITY AND MISREPRESENTED THE TERMS OF THE AGREEMENT (CON'T)

- Plaintiff's lawyers changed the terms of the settlement by threatening to kick plaintiffs out of the Monsanto settlement after being in litigation for eight years; unless plaintiffs sign a "Release of all claims" approved by Monsanto. (Exhibit N):
 - Lawyers demanded a "Release of all claims" before making plaintiffs an offer.
- L. Sept. 28, 2012, Environmental Litigation Group, P.C. letter to plaintiffs (Exhibit L):
Quote: "A case of this magnitude often takes much longer to reach the stage at which we have arrived, so we are very pleased with our current progress." "As we continue through this litigation, the resolution of these claims will be subject to the professional opinions and reports of our medical experts in determining, based upon your proven medical condition, the level of damage caused by toxic emissions released into the community, as well as any other information deemed legally necessary to assert your claim for damages."
- M. August 24, 2015, Environmental Litigation Group letter to plaintiffs (Exhibit M):
Quote: "Re: Participation Payment from Monsanto" "Please note that in order to receive the \$600 participation payment, we must have a properly executed release from you."
- N. April 08, 2016, Environmental Litigation Group, P.C. letter to plaintiff (Exhibit N)
Quote: "SECOND REQUEST" "If you do not return a corrected release that can be approved by Monsanto, you will NOT be able to participate in the settlement, and you will NOT be entitled to any money."
- O. November 20, 2018, Tyrha Dooley termination letter to Schoen Law Firm and Environmental Litigation, P.C. along with hundreds of signed petitions (Exhibit O)
 - Plaintiff's lawyers are terminated in the Monsanto and Cerro Copper cases.
Quote: "We are terminating your legal services for (Monsanto and Cerro Copper) because your misrepresentation violated our rights and has caused plaintiffs to suffer great losses."
- P. November 26, 2018, Jacqueline Everson termination letter to Schoen Law Firm and Environmental Litigation, P.C. (Exhibit P)
Quote: "Plaintiff's are requesting you to rescind our illegal, fraudulent Monsanto settlement immediately. [It is not a good faith settlement]."
"Nothing is settled:" "Plaintiffs did not consent to any settlement."
"Monsanto pollution is still poisoning the plaintiffs."
"Therefore, we the plaintiffs don't want you to represent us any more on any case"

OTHER DAMAGES (DISHONEST BLOOD TESTING RESULTS)

The level of dishonesty involved in this settlement agreement cast doubt on the testing results performed under the authority of plaintiff's lawyers, and is another reason plaintiffs want to invalidate the Monsanto settlement: A **false** conclusion of the relationship between plaintiffs and Monsanto's toxic PCB exposure (Monsanto hid the worse PCB pollution in the U.S. history):

1. November 7, 2018, Environmental Litigation, P.C. letter to plaintiffs (Exhibit K)

Quote: "The results of this blood testing did not show a significant difference between the East St. Louis community and the U.S. population."

2. The testing result is not logical and physically impossible compared to Anniston, Alabama:

- E. St. Louis has 25 million times the legal limit acceptable for human contact.
- Anniston, Alabama has 7,500 times the legal limit acceptable for human contact.
- East St. Louis has more than 3,000 times higher PCB levels than Anniston, Alabama:

<https://www.sciencedirect.com/science/article/pii/S1878029611000405>:

"The Monsanto W.G. Krummrich facility in Sauget, Illinois was one of only two domestic producers of PCBs in the United States. Monsanto's Sauget facility and its sister facility in Anniston, Alabama manufactured PCBs from approximately 1929-30 until the 1970s.

<https://beltmag.com/a-short-way-to-hell-in-sauget-illinois-poisons-mean-profit/>

"Sauget is small. All told, it's only about four square miles. Nevertheless, it contains two separate Federal superfund sites."

"Sauget was created to be a dumping ground." "We were basically incorporated to be a sewer. For years the plant that dominated Sauget was of course the Monsanto plant, and until their ban by the Environmental Protection Agency in 1979, it was the nation's largest producer of PCBs."

"According to the Environmental Protection Agency, "PCBs have been demonstrated to cause a variety of adverse health effects. PCBs have been shown to cause cancer in animals. PCBs have also been shown to cause a number of serious non-cancer health effects in animals, including effects on the immune system, reproductive system, nervous system, endocrine system, and other health effects. Studies in humans provide supportive evidence for potential carcinogenic and non-carcinogenic effects of PCBs." What's more, PCBs are in a category of nasty compounds known as "persistent organic pollutants", which means that they don't naturally break down in their environment. Unless they're, say, carefully incinerated by a plasma arc or forced to decompose microbially, they'll literally just sit there, hurting every living thing that comes into their proximity. PCB levels in Sauget have been measured at 25 million times the level acceptable for human contact."

(OTHER DAMAGES (DISHONEST BLOOD TESTING RESULTS CON'T))

- Lawyers say East St. Louis plaintiffs don't have elevated levels of PCB; even though East St. Louis has more than 3,000 times the PCB level found in Anniston, Alabama. (Exhibit K)

1. Plaintiffs live in a community where the first and largest Monsanto plant was built in 1899.
2. Part of East St. Louis was changed to Sauget, IL (approx. 4 miles).
3. Monsanto stopped its PCB production in Anniston, Alabama in 1971.
4. In 1971, Monsanto shifted all its PCB production to the East St. Louis plant until 1977.
- A. East St. Louis has 25 million times the PCB legal limit vs. Anniston's 7,500 times legal limit.
- B. Anniston, Alabama PCB testing results: "All tested had considerably elevated numbers."

"<https://www.govinfo.gov/content/pkg/CHRG-107shrg81528/html/CHRG-107shrg81528.htm>:

"In 1966, Monsanto managers hired a Mississippi State biologist named Denzel Ferguson, who informed them then that fish submerged in Snow Creek turned belly up in 10 seconds, shedding skin as if dumped in boiling water. In 1969, 3 years later, Monsanto found fish in Choccolocco Creek that were deformed, and lethargic, and some contained 7,500 times the legal PCB level. Yes, 7,500 times the legal PCB level."

"Both the Alabama Department of Health and ATSDR conducted a number of continuing consultations and investigations in subsequent years, with assistance from EPA, State, and community groups. In the year 2000, we prepared a report summarizing the information on serum PCB levels and other information on almost 3,000 individuals in Anniston. Almost half of the individuals had detected levels of PCB in their blood. Approximately 15 percent had levels that were above 20 parts per billion, and actually 35 percent were above 10 parts per billion. All of these are considerably elevated numbers."

<https://www.nytimes.com/2003/08/21/business/700-million-settlement-in-alabama-pcb->:

Monsanto paid Anniston, Alabama \$700 million in a PCB settlement in 2003.

Lawyers said, Monsanto paid East St. Louis 20 million in a PCB settlement in 2018?

Monsanto never warned East St. Louis residence (actively hid pollution more than 70 years).

- Ms. Everson, plaintiff received a \$283 check for exposure and \$151 check for her property.
- Ms. Everson has been exposed for 52 years, with property within two miles of Monsanto.
- Ms. Everson has been disabled since she was 45 years old. Ms. Everson is sixty years old.
- Ms. Everson's family members with cancer: brother, uncle, aunt, grandmother, father in-law, brother in-law, sister in-law, aunt in-law, cousin in-law and many friends and neighbors.

CONCLUSION

The plaintiffs believe the evidence presented in this Motion to Invalidate the Monsanto Settlement is solid grounds for invalidating this Monsanto settlement agreement.

1. The Monsanto settlement contains most if not all of the grounds under which a settlement agreement can be invalidated:

There are certain grounds under which a settlement agreement can be invalidated. If a settlement agreement fails to establish certain elements like offer, acceptance and consideration, it can be invalidated. Similarly, a settlement agreement can be invalidated due to: Fraud, Nondisclosure as fraud, Duress, Illegality, and failure to follow established procedural rules.

Nothing has been settled with Monsanto:

Plaintiffs did not receive an offer or consent.

Monsanto pollution is still poisoning plaintiffs.

Monsanto pollution is still contaminating plaintiff's community.

Monsanto is not required to clean-up the toxic PCB pollution.

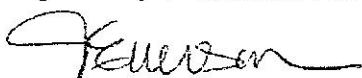
Monsanto did not pay for gross negligence; failure to warn the plaintiffs for more than 70 years (actively hid the worse pollution in history).

The Appellate Court and the Supreme Court ruling did not stop plaintiff's lawyers from forcing this "bad faith" settlement: <http://www.illinoiscourts.gov>

- Plaintiff's lawyers ignored the Appellate decision to vacate the Monsanto settlement.
- 1. Plaintiff's are asking the Court to record in the record that plaintiff's lawyers have been terminated from all cases. Lawyers have not responded to terminations and signed petitions in support of the Motion to Invalidate the Monsanto Settlement.
- 2. Plaintiff's are seeking new lawyers in the Monsanto and Cerro Flow cases.

Therefore, Plaintiffs pray that the Court will accept plaintiff's evidence and grant plaintiff's Motion to Invalidate the Monsanto Settlement as an unrepairable "bad faith" settlement.

Respectfully Submitted, this 31st day of December, 2018



Jacqueline R. Everson, plaintiff (Pro se)

IN THE TWENTIETH JUDICIAL CIRCUIT COURT
OF ILLINOIS
12TH CONGRESSIONAL DISTRICT

No. 09L-295
Honorable
Andrew J. Gleeson
Judge Presiding

MOTION TO INVALIDATE MONSANTO SETTLEMENT AGREEMENT

EXHIBIT LIST

Exhibit A	Article VIII. Illinois Rules of Professional Conduct
Exhibit B	April 27, 2018 Environmental Litigation "ELG" fraud letter to plaintiffs
Exhibit C	May 15, 2018, Plaintiff's Petition Signatures asking for settlement details
Exhibit D	May 21, 2018, Jacqueline Everson letter to Paul Schoen asking for details
Exhibit E	May 23, 2018, Paul Schoen response letter to Jacqueline Everson
Exhibit F	East St. Louis Monitor News: Mr. Cade Comments [Nov. 15-21, 2018]
Exhibit G	June 1, 2108, Jacqueline Everson fax with petitions to Paul Schoen
Exhibit H	June 1, 2018, ELG threat letter to plaintiffs who signed a petition
Exhibit I	October 29, 2018, Monsanto settlement checks (exposure/property)
Exhibit J	November 6, 2018, Plaintiffs Petition Signatures (manual/on-line petitions)
Exhibit K	November 7, 2018, ELG letter to plaintiffs questions about settlement
Exhibit L	September 28, 2012, ELG letter to plaintiffs: resolution of these claims
Exhibit M	August 24, 2015, ELG letter to plaintiffs Re: Participation Payment
Exhibit N	April 8, 2016, ELG letter to plaintiffs Re: Monsanto Settlement Release
Exhibit O	November 20, 2018, Tyrha Dooley termination letter with petitions to lawyers
Exhibit P	November 26, 2018, Jacqueline Everson termination letter to Lawyers

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Exhibit A

IN THE
SUPREME COURT
OF
THE STATE OF ILLINOIS

Order entered July 1, 2009.

Effective January 1, 2010, the provisions of the Illinois Rules of Professional Conduct will be repealed and replaced by the following Illinois Rules of Professional Conduct of 2010.

ARTICLE VIII. ILLINOIS RULES OF PROFESSIONAL CONDUCT
OF 2010

Preamble: a Lawyer's Responsibilities

[1] A lawyer, as a member of the legal profession, is a representative of clients, an officer of the legal system and a public citizen having special responsibility for the quality of justice.

[2] As a representative of clients, a lawyer performs various functions. As advisor, a lawyer provides a client with an informed understanding of the client's legal rights and obligations and explains their practical implications. As advocate, a lawyer zealously asserts the client's position under the rules of the adversary system. As negotiator, a lawyer seeks a result advantageous to the client but consistent with requirements of honest dealings with others. As an evaluator, a lawyer acts by examining a client's legal affairs and reporting about them to the client or to others.

[3] In addition to these representational functions, a lawyer may serve as a third-party neutral, a nonrepresentational role helping the parties to resolve a dispute or other matter. Some of these Rules apply directly to lawyers who are or have served as third-party neutrals. See, *e.g.*, Rules 1.12 and 2.4. In addition, there are Rules that apply to lawyers who are not active in the practice of law or to practicing lawyers even when they are acting in a nonprofessional capacity. For example, a lawyer who commits fraud in the conduct of a business is subject to discipline for engaging in conduct involving dishonesty, fraud, deceit or misrepresentation. See Rule 8.4.

[4] In all professional functions a lawyer should be competent, prompt and diligent. A lawyer should maintain communication with a client concerning the representation. A lawyer should keep in confidence information relating to representation of a client except so far as disclosure is required or permitted by the Rules of Professional Conduct or other law.

[5] A lawyer's conduct should conform to the requirements of the law, both in professional service to clients and in the lawyer's business and personal affairs. A lawyer should use the law's procedures only for legitimate purposes and not to harass or intimidate others. A lawyer should

RULE 1.2: SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY BETWEEN CLIENT AND LAWYER

(a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social or moral views or activities.

(c) A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may

(1) discuss the legal consequences of any proposed course of conduct with a client,

(2) ~~and may~~ counsel or assist a client to make a good-faith effort to determine the validity, scope, meaning or application of the law, and

(3) counsel or assist a client in conduct expressly permitted by Illinois law that may violate or conflict with federal or other law, as long as the lawyer advises the client about that federal or other law and its potential consequences.

(e) After accepting employment on behalf of a client, a lawyer shall not thereafter delegate to another lawyer not in the lawyer's firm the responsibility for performing or completing that employment, without the client's informed consent.

Adopted July 1, 2009, effective January 1, 2010; amended Oct. 15, 2015, eff. Jan. 1, 2016.

Comment

Allocation of Authority between Client and Lawyer

[1] Paragraph (a) confers upon the client the ultimate authority to determine the purposes to be served by legal representation, within the limits imposed by law and the lawyer's professional obligations. The decisions specified in paragraph (a), such as whether to settle a civil matter, must also be made by the client. See Rule 1.4(a)(1) for the lawyer's duty to communicate with the client about such decisions. With respect to the means by which the client's objectives are to be pursued, the lawyer shall consult with the client as required by Rule 1.4(a)(2) and may take such action as is impliedly authorized to carry out the representation.

[2] On occasion, however, a lawyer and a client may disagree about the means to be used to accomplish the client's objectives. Clients normally defer to the special knowledge and skill of their lawyer with respect to the means to be used to accomplish their objectives, particularly with respect to technical, legal and tactical matters. Conversely, lawyers usually defer to the client regarding such questions as the expense to be incurred and concern for third persons who might be adversely affected. Because of the varied nature of the matters about which a lawyer and client might disagree and because the actions in question may implicate the interests of a tribunal or other persons, this Rule does not prescribe how such disagreements are to be resolved. Other law, however, may be applicable and should be consulted by the lawyer. The lawyer should also consult with the client and seek a mutually acceptable resolution of the disagreement. If such efforts are unavailing and the lawyer has a fundamental disagreement with the client, the lawyer may withdraw from the representation. See Rule 1.16(b)(4). Conversely, the client may resolve the disagreement by discharging the lawyer. See Rule 1.16(a)(3).

No. 09L-295
Motion to Invalidate Monsanto Settlement

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Andrew J. Gleeson
Presiding Judge

Exhibit D

May 21, 2018

Mr. Paul Schoen
Schoen Law Firm, P.C.
120 West Main Street, Suite 212
Belleville, IL 62220

RE: East St. Louis Settlement Litigation, Case Number 09L-295
Plaintiffs' Request For Monsanto Settlement Details, Before The Court Finalize the Settlement

Hello Mr. Schoen,

I am compelled, by my belief in GOD, to write you this letter on behalf of the Monsanto PCB victims. We appreciate all the hard – long years our lawyers have worked on this Monsanto Pollution Settlement case. However, we still want and deserve; a fair and reasonable settlement.

Proverbs 3:27 Do not withhold good from those to whom it is due, when it is in your power to do it.
3:28 Do not say to your neighbor, "Go, and come again, tomorrow I will give it" –when you have it with you.

1. Plaintiffs want a transparent settlement; a good faith agreement that is unbiased to both parties.
 - Plaintiffs want to know if Monsanto has paid a fair settlement?
2. Plaintiffs are asking you to provide specific settlement details in writing before asking the Court for final approval in the Monsanto Pollution Settlement.
 - Plaintiffs' lawyers pretended to provide settlement details thru a QSF Administrator listed on the, April 27, 2018, East St. Louis litigation update letter to plaintiffs.
 - The QSF Administrator did not answer one question "specifically regarding settlement payments." The answer was the same for every question, "I am unsure."
3. Monsanto has an unfair advantage as an informed decision maker in this settlement.
 - Based on our phone conversation, Monsanto is the only party with the right to know how much liability Monsanto paid in the qualified settlement fund. Please explain how this is fair?
 - A. This settlement has not provided claim values and liability details to the plaintiffs.
 - B. This settlement excludes plaintiffs' rights to make an informed settlement decision.
4. Plaintiffs want/need answers to questions below, to determine if the QSF is fair to both parties:
5. What is the total amount in the QSF for each claim before any deductions?
 - a. living plaintiffs' exposure claim value before deductions?
 - b. property damage for remediation only before deductions?
 - c. the deceased claim value before deductions?
6. What is the basis for the settlement? What are the facts and real numbers vs. a vague concept?
7. What factors are used in the calculations for the deceased, living, and property claims?
8. Is the amount Monsanto paid into the QSF related to the Cerro case? If so, how?
9. Is the Monsanto claim values related to the claim values to be set by a jury in the Cerro case?
10. What is the monetary link between the Monsanto settlement and the Cerro jury judgment?
11. Is the same formula used to calculate claims for living victims and deceased victims?
12. How is concentrated PCB used as a factor in the claim calculations?
13. What is the basis for the damage claim to property (wood/stone) vs. damage to my flesh/blood?
14. What are options for plaintiffs who disagree with a blank settlement and find it unreasonable?
15. Will the settlement list claim values, liability and fees before asking for a final court approval?

May 21, 2018

Page 2

Mr. Paul Schoen
Schoen Law Firm, P.C.
120 West Main Street, Suite 212
Belleville, IL 62220

RE: East St. Louis Settlement Litigation, Case Number 09L-295
Plaintiffs' Request For Monsanto Settlement Details, Before The Court Finalize the Settlement

16. Please provide the laws that prevent you from suing Monsanto and Cerro equally?

In our conversation you said, "attorneys fees and costs are not being paid by Monsanto." Why not?

17. With all due respect, plaintiffs need a detailed report of their total legal expenses and costs?

- This settlement detail will also show plaintiffs the Monsanto Qualified Settlement Fund is fair.

I believe, the silent cries of the East St. Louis, toxic victims reached the heavens; and it was revealed by you. You are the plaintiffs' advocate in the Monsanto settlement; to ensure the plaintiffs a reasonable and fair Monsanto settlement outcome (separate from the Cerro case).

After ten years of litigation, four years in mediation, and a court approved settlement; Plaintiffs still don't know: **Did you make Monsanto pay a fair settlement? What did Monsanto pay? Why?**

If you truly understand how devastating it is to be surrounded by so much suffering and deaths caused equally by merciless Monsanto, deadly concentrated PCB. To live everyday as a walking time bomb; expecting to die from a deadly sickness! There is no vision for a long healthy future. Plaintiffs deserve some peace of mind; proof Monsanto is not getting away with murder; with a little slap on the hand. Toxic PCB was in our family gardens too! We also ate toxic PCB.

- Plaintiffs want the true facts; does Monsanto' liability fit the vicious crimes! Or why not?

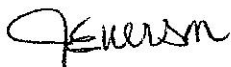
Monsanto is guilty (big time) for not warning us! A merciless gross-negligence act: We have been poisoned the worst (concentrated PCB) and for the longest (more than 70 years). Monsanto actively hid the danger after PCB was banned in 1978. Monsanto didn't warn victims. Plaintiffs' lawyers warned them in 2008. Thirty (30) years after PCB was banned by law.

- This is one big reason why Monsanto should pay a big liability claim to the plaintiffs.

- Plaintiffs' lawyers said, "Monsanto was merciless and negligent."

April 28, 2016, a trial in St. Louis Circuit Court awarded 17.5 million each to three PCB cancer plaintiffs; it included 29 million in punitive damages against Monsanto, Solutia, Pharmacia and Pfiser, the St. Louis Post Dispatch reported. The Kherkher lawfirm has now settled more than seven hundred cases against Monsanto. The Kherkher lawfirm made Monsanto pay the victims.

Respectfully,



Jacqueline Everson and Plaintiffs

MAY 22, 2018

HAND DELIVERED

RECEIVED BY: Donald GARNER Donald Garner 5/22/2018
PRINT NAME SIGN NAME DATE

TO: MR. PAUL SCHOEN
PAUL SCHOEN LAW FIRM, P.C.
120 WEST MAIN, SUITE 212
BELLEVILLE, ILLINOIS

FROM: JACQUELINE EVERSON, PLAINTIFF
2605 MARKET ST.
EAST SAINT LOUIS, ILLINOIS 62207

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Andrew J. Gleeson
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Exhibit F

Monsanto Settlement Causes Furor

BY LINDA S. LAWSON



Attorney Greg Cade of Birmingham, Alabama's Environmental Litigation Group a common legal strategy was utilized to settle a lesser defendant in order to focus and prevail on what he called the "optimal" liable defendant. He understands the disappointment.

"We hoped to and tried to prepare everyone by the meeting and sending two update letters. We may not have done the best job of helping everyone to understand that," Cade said.

Because it is still an active lawsuit with cases against Cerro Copper going to trial in early 2019, they didn't release the settlement was 20 million dollars.

"As attorneys we have to balance transparency with an ongoing lawsuit," Cade said.

Following the response, clients received a letter with a breakdown of the settlement including attorney fees and expenses. While clients can change attorneys at this juncture, it could hurt their case, he said.

They risk damaging their ongoing case against Cerro Copper. If they can maintain a case at all once they attempt to change attorneys who will inevitably have to start over. We got in this for the long haul to get the best for our clients. This is only one part."

Note: Several of this newspaper including the writer are also claimants of the lawsuit detailed in the article.

Woman Steals Van

BY LINDA S. LAWSON

A 57-year old man picked up a woman on Oct. 26th picked up at



ANISA Q. BROWN

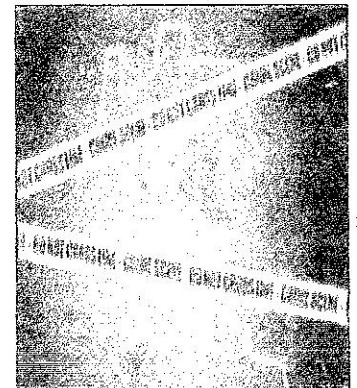
25th and State Street for what he called a "date". The woman was later identified as

Anisa Q. Brown, 36, of East St. Louis. Brown allegedly to Alorton's Lake Side Motel where she waited until he was naked and left the Motel taking his van, wallet, and cell phone.

On the next day, the victim was able to use someone's phone to contact authorities. Capt. Rory Stewart of the Alorton Police Dept responded to the Lake Side Motel.

Body Found in Washington Park

BY LINDA S. LAWSON



No. 09L-295

Motion to Invalidate Monsanto Settlement

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Exhibit G

TRANSACTION REPORT

P.01/01

JUN/01/2018/FRI 04:00 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
001	JUN/01	03:48PM	6716901	0:09:08	5	OK	G3 5627

FAX COVER SHEET

TO: Mr. Paul Schoen 5 pages

From: Plaintiffs in Monsanto Settlement
(East St. Louis, IL)Please provide settlement details in writing to all11,256 plaintiffs before you finalize the settlementin court. Please answer 1 thru 9 (questions) listed on:

Plaintiffs Against East St. Louis Monsanto "Blank"

Settlement Approval, attached to Plaintiffs' Petition
Signature pages.

10. Please include details for legal fees and costs?

11. Please include the law that is preventing you
from suing Monsanto and Cerro equally?

12. Did you make Monsanto pay a fair settlement?

13. what did Monsanto pay? Why?

14. why isn't Monsanto paying for actively hiding
the toxic danger for decades?

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Andrew J. Gleeson

Presiding Judge

Exhibit H



LAW OFFICES OF
ENVIRONMENTAL
LITIGATION GROUP, P.C.

Gregory A. Cade, MPH, REM
Also licensed in Tennessee and the District of Columbia
United States Court of Federal Claims
Mark L. Rowe (1958-2017)
Kevin B. McKie
Also licensed in the State of Illinois
United States Court of Federal Claims
Gary A. Anderson
United States Court of Federal Claims
Channika DeSilva

Friday, June 1st, 2018

Brian W. Everson
1530 Locust Log Way
Austell, GA 30168

Dear Client:

I hope this letter finds you well. This letter is being mailed only to the group of clients who signed a petition being disseminated by Jacqueline Everson. If Mrs. Everson is now your legal representative, please send us a document in writing and we will withdraw from your case immediately. We are concerned that you are being misinformed as to the status of your case. It is our intention to have a meeting to discuss the details of your ongoing case since it is clear that you are being misled to believe that your case ended with the Monsanto settlement. As soon as the meeting date, time and place is finalized, we will let you know.

As we have informed you in person and in writing on numerous occasions, the settlement with Monsanto involves a common "icebreaker" settlement strategy to resolve your claims with one defendant and to ensure a stronger position against the other defendant based on what we have learned about these two defendants. Please allow us to use proven strategy and do not listen to those who do not understand the law and certainly do not understand this litigation. We will take steps to prevent further damage by the people who are attempting to undermine this litigation. The trial set in October will be the best indicator as to how this strategy can be successful if you allow us to do our jobs.

To mislead you in hopes of causing discouragement, both the Madison - St. Clair Record and the petition you signed, misconstrue the status of your case. This is causing our team of lawyers to seriously evaluate if we should continue with your case or withdraw from representing those of you who have signed this petition. Statements made in the Madison - St. Clair Record, misconstrue the meaning of the Appellate Court opinion. This is an intentional strategy of the remaining defendant in your case, Cerro Copper, to misstate and confuse the true meaning of a Good Faith Finding in Illinois. When two or more companies are sued, the company that didn't settle (Cerro) has a right to challenge the other company's (Monsanto) settlement in hopes of ensuring contribution (from Monsanto) if a judgment is obtained against the challenging defendant (Cerro). This has nothing to do with a legal decision by a court to determine if you received adequate compensation, although that is what you are being misled to believe. Adequate compensation is ensured by going to trial against the defendant determined to have the most liability, and in this case, we believe that Cerro Copper due to its massive releases of Dioxins into your community, is that defendant.

Street Address:
2160 Highland Avenue South
Birmingham, AL 35205
2101 L Street NW
Washington, DC 20037

Birmingham Phone: (205) 328-9200
Birmingham Fax: (205) 328-9456
DC Phone: (202) 903-0727
DC Fax: (202) 857-3977
Toll Free: 1-800-749-9200
WWW.ELGLAW.COM

Mailing Address:
Post Office Box 550219
Birmingham, AL 35255
2101 L Street NW, Ste 800
Washington, DC 20037

The person(s) who drafted the petition and asked you to sign it, appear to have little to no understanding of the law and definitely do not understand this litigation. We will determine who drafted this document and take the proper steps to withdraw from representing him/her/ or them once this has been confirmed. We have had a conversation with Williams and Kherkher, and we assure you that law firm is not misleading you, but certainly the person(s) who drafted the petition is/are misleading you. In a nutshell, the \$17.5 million verdict cited in the petition was the final trial after several losses against Monsanto alleging PCB-caused Non-Hodgkins Lymphoma (cancer of the blood). This law firm marketed nationally and acquired several hundred individuals who had been diagnosed specifically with Non-Hodgkins Lymphoma with higher than normal levels of PCBs in their bodies. Very few clients in the East St. Louis community have been diagnosed with Non-Hodgkins Lymphoma and it was demonstrated that PCB blood levels of East St. Louis residents are nominal in most instances.

The Non-Hodgkins Lymphoma case is totally different from your case and is totally different from the cases of others we represent in the community of East St Louis. Our approach against Monsanto is to bring relief to those of you who lived close to the facility who have suffered **exposure** to PCBs, who have a wide array of conditions and some of whom require property remediation. By looking at both PCBs and Dioxins together, we have determined that dioxins are the likely cause of **diseases** such as cancer, since dioxins have been shown to contribute to a much larger group of conditions than PCBs, according to our experts and the multitude of studies around the world. Cerro Copper is an operation that generated high amounts of Dioxins over a number of years, and that is the reason why we have elected to go to trial in October against Cerro.

We are scheduling a meeting with those of you who signed the petition. Until then, your lawyers are continuing to represent you and will start the first Bellwether trials on October 22, 2018 against Cerro Copper. So, there is no misunderstanding, you should know we cannot allow any more disruptions due to misinformation as suggested in this petition because the misinformation will have a profound, adverse effect on the outcome of the trial. You will severely damage your case if you choose to follow those who are misleading you.

Sincerely,

Environmental Litigation Group, P.C.
Schoen Law Firm, P.C.

No. 09L-295

Motion to Invalidate Monsanto Settlement

Honorable

Andrew J. Gleeson

Presiding Judge

Exhibit I

WGK Settlement Fund QSF
Lexco Consulting LLC as Fund Administrator
120 19th St. N Ste 205
Birmingham, AL 35203



763 
Jacqueline R. Everson
1530 Locust Log Way
Austell, GA 30168

Date: 10/30/2018

Dear Jacqueline R. Everson,

Enclosed you will find a check for your share of Settlement Fund #2 for Living Plaintiffs/Claimants. The check will remain valid for 90 days from the date listed on the check. If this check is not cashed or deposited within 90 days, the check may be voided, and a re-issue process will need to take place.

Summary of Living Plaintiff/Claimant Payments for Claimant # 13634, Jacqueline R. Everson:

Below is a summary of your Living Plaintiff/Claimant payments from the Base Settlement Fund, Settlement Fund #1, and Settlement Fund #2. The attorneys' fees, though contractually at 40%, were reduced by your attorneys to 26.5% of the total settlement funds. The reimbursable attorneys' expenses were 25.7% of the total settlement funds. Pursuant to a Global Lien Resolution with Medicare, if you are Medicare entitled then \$21.98 of your Settlement Fund #2 payment, as outlined below, is owed to CMS to satisfy any and all Medicare Part A and/or Part B fee-for-service Medicare Secondary Payer recovery claims. Answers to FAQs and additional information related to this settlement process is available by calling (205) 453-4562.

BASE SETTLEMENT FUND (Participation Payment):	\$600.00
SETTLEMENT FUND #1 (Blood Test Participation Payment):	\$0
SETTLEMENT FUND #2 (Exposure Payment):	\$305.67
<u>MEDICARE LIEN RESOLUTION</u>	<u>- \$21.98</u>
NET SETTLEMENT FUND #2 PAYMENT	\$283.69
TOTAL LIVING PLAINTIFF PAYMENTS:	\$883.69

WGK Settlement Fund QSF
Lexco Consulting LLC as Fund Administrator
120 19th St. N Ste 205
Birmingham, AL 35203

10/30/2018

ServisFirst Bank

18355

61-650/620

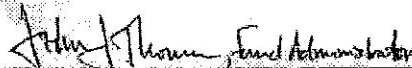
VOID

Pay to the Order of: **Jacqueline R. Everson**

283.69

USD

two hundred eighty three dollars and sixty nine cents*****


John J. Thomas, Fund Administrator

By endorsing this check, and in consideration of this payment from Settlement Fund #2, I hereby release the WGK Settlement Fund QSF, the Administrator and my lawyer(s) to the full extent permitted under law.

PAYEE NAME ON FILE AT THE BANK

THIS CHECK CLEARS THROUGH POSITIVE PAY RDP

WGK Settlement Fund QSF
Lexco Consulting LLC as Fund Administrator
120 19th St. N Ste 205
Birmingham, AL 35203



1019 [Barcode]
Jacqueline R. Everson
1530 Locust Log Way
Austell, GA 30168

Date: 10/29/2018

Dear Jacqueline R. Everson,

Enclosed you will find a check for your share of Settlement Fund #4 as consideration for Property Claimants. Payments for Settlement Fund #4 were calculated using the 2015 county property tax assessment value for each eligible property provided by each qualifying Property Claimant. The check will remain valid for 90 days from the date listed on the check. If this check is not cashed or deposited within 90 days, the check may be voided, and a re-issue process will need to take place. Answers to FAQs and additional information related to this settlement process is available by calling (205) 453-4562.

WARNING: DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK KEYMANS FADER WHEN WARMED AND YOU CAN SEE THE AGONS IN A DUAL TONE TRUE WATERMARK WHEN HELD TO THE LIGHT.

WGK Settlement Fund QSF
Lexco Consulting LLC as Fund Administrator
120 19th St. N Ste 205
Birmingham, AL 35203

10/29/2018

ServisFirst Bank

20669

61-650/620

VOID

Pay to the Order of: **Jacqueline R. Everson**

151.03

USD

one hundred fifty one dollars and three cents*****

John J. Thomas Fund Administrator

By endorsing this check, and in consideration of this payment from Settlement Fund #4, I hereby release the WGK Settlement Fund QSF, the Administrator and my lawyer(s) to the full extent permitted under law.

THIS CHECK CLEARS THROUGH POSITIVE PAY RDP