

EXHIBIT A

Litigation Settlement Trust Agreement

LITIGATION SETTLEMENT TRUST AGREEMENT¹

This Litigation Settlement Trust Agreement (the “**Agreement**”), dated as of _____, 2015, and effective as of the later of (a) the date on which all parties to this Agreement have executed this Agreement or (b) the Effective Date of the Plan, is entered into by Signal International, Inc., Signal Ship Repair, LLC, Signal International, LLC, Signal International Texas GP, LLC, and Signal International Texas, L.P. (the “**Debtors**” or the “**Settlors**”), debtors and debtors-in-possession in the Bankruptcy Cases, as Settlers and by the Litigation Settlement Trustee and the Litigation Settlement Trust Advisory Committee (“**Litigation Settlement TAC**”) identified on the signature page hereof.

RECITALS

WHEREAS, on the Petition Date, each of the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code with the Bankruptcy Court. The Bankruptcy Cases, which are captioned *In re Signal International, Inc. et al.*, Case No. 15-11498 (MFW), are being jointly administered by the Bankruptcy Court; and

WHEREAS, as of the Petition Date, certain Debtors had been named as defendants in the H-2B Litigation; and

WHEREAS, on _____, 2015, the Bankruptcy Court entered the Confirmation Order confirming the Plan; and

WHEREAS, the Plan Documents, provide, among things, for the creation of the Litigation Settlement Trust; and

WHEREAS, pursuant to the Plan, the Litigation Settlement Trust shall use the Litigation Settlement Trust Assets to pay Litigation Claims; and

WHEREAS, the Plan provides, among other things, for the complete treatment of all of the Debtors’ liabilities and obligations with respect to Litigation Claims; and

WHEREAS, pursuant to the Plan, the Litigation Settlement Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**IRC**”); and

WHEREAS, it is the intent of the Settlers, the TRSA and ERSA, the Litigation Settlement Trustee and the Litigation Settlement TAC that the Litigation Settlement Trust be administered, maintained, and operated at all times through mechanisms that provide reasonable assurance that the Litigation Settlement Trust will administer, process, settle, resolve, liquidate,

¹ All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the *Debtors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, as may be amended, modified or supplemented from time to time (the “**Plan**”) and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rules**”), shall have the meanings given to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

satisfy and pay, if applicable, all Litigation Claims pursuant to this Agreement and the Litigation Settlement Trust TDP in compliance with the terms of this Agreement; and

WHEREAS, the Bankruptcy Court has determined that the Litigation Settlement Trust and the Plan satisfy all the legal prerequisites for issuing the Channeling Injunction pursuant to section 105 of the Bankruptcy Code, and such Channeling Injunction has been entered in connection with the Confirmation Order.

NOW, THEREFORE, for good and valuable consideration, it is hereby agreed as follows:

Section I
AGREEMENT OF TRUST

1.1. Creation and Name. The Debtors, as Settlers, hereby create the Litigation Settlement Trust, which is the trust provided for and referred to in Article VI of the Plan. The Litigation Settlement Trustee may transact the business and affairs of the Litigation Settlement Trust in the name of the Litigation Settlement Trust.

1.2. Purpose. The purpose of the Trust is to assume the Debtors' liabilities for Litigation Claims and to use the Litigation Settlement Trust's assets and income to pay holders of Litigation Claims in accordance with this Agreement and the Litigation Settlement Trust TDP and in such a way that similarly-situated holders of Litigation Claims are treated equitably and in a similar manner, subject to the terms of the Plan, this Agreement, and the Litigation Settlement Trust TDP.

1.3. Transfer of Assets. Pursuant to Section VI.G of the Plan, upon the Effective Date, the Purchaser and the Debtors, as applicable, will transfer, issue, or assign as appropriate and deliver to the Litigation Settlement Trust, the Litigation Settlement Trust Assets at the time and in the manner contemplated by the Plan Documents, in each case free and clear of any Claims, Liens, Equity Interests or other interests of any creditor, shareholder or other Entity, other than the continuing participation interest in favor of the Purchaser.

1.4. Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Litigation Settlement Trust, the Litigation Settlement Trustee, on behalf of the Litigation Settlement Trust, hereby expressly accepts the transfer and assignment to the Litigation Settlement Trust of the Litigation Settlement Trust Assets in the time and manner contemplated by the Plan. The Litigation Settlement Trust shall receive the benefits of and shall be bound by the Plan Support Agreement as if it had been a party thereto at the time of execution of the Plan Support Agreement.

(b) In furtherance of the purposes of the Litigation Settlement Trust, the Litigation Settlement Trustee, on behalf of the Litigation Settlement Trust, expressly assumes liability for all Litigation Claims, subject to and as provided in the Plan and the Plan Documents. The Litigation Settlement Trust shall have all defenses, cross-claims,

offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors had, have or would have had under the Plan, applicable law or under any agreement related thereto.

(c) No provision herein or in the Litigation Settlement TDP shall be construed to mandate distributions on any Litigation Claim or other actions that would contravene the Litigation Settlement Trust's compliance with the requirements of a "qualified settlement fund" within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(d) Nothing in this Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction issued in connection with the Plan or the Litigation Settlement Trust's assumption of all liability for Litigation Claims.

Section II

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

(a) The Litigation Settlement Trustee is and shall act as the fiduciary to the Litigation Settlement Trust in accordance with the provisions of this Agreement and the Plan, and shall have the power, on behalf of the Litigation Settlement Trust, to exercise all rights and fulfill all obligations of the Litigation Settlement Trust hereunder and under the Plan. The Litigation Settlement Trustee shall, at all times, administer the Litigation Settlement Trust and the Litigation Settlement Trust Assets in accordance with the purposes set forth in Section 1.2, above. Subject to the limitations set forth in this Agreement, the Litigation Settlement Trustee shall have the power to take any and all actions that, in the judgment of the Litigation Settlement Trustee, are necessary or proper to fulfill the purposes of the Litigation Settlement Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Litigation Settlement Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred on the Litigation Settlement Trustee hereunder.

(c) Without limiting the generality of Section 2.1(a), above, and except as limited below, the Litigation Settlement Trustee shall have the power to:

- (i) receive and hold legal title to the Litigation Settlement Trust Assets;
- (ii) invest the monies held from time to time by the Litigation Settlement Trust;

- (iii) pay Litigation Settlement Trust Expenses, subject to Section 3.3, below, including, but not limited to:
 - (A) reasonable compensation to employees, and legal, financial, accounting, investment, auditing, forecasting, and others hired or retained by the Litigation Settlement Trust, including, without limitation, any such persons hired or retained in connection with the alternative dispute resolution and litigation activities of the Litigation Settlement Trust, ;
 - (B) compensation of the Litigation Settlement Trustee, and reimbursement of the Litigation Settlement Trustee and the Litigation Settlement TAC members all reasonable out-of-pocket costs and expenses actually incurred by such persons in connection with the performance of their duties hereunder; and
 - (C) costs and expenses of the Litigation Settlement Trust related to the Westport Participation Agreement, the Westport Loan, or the Litigation Settlement Trust Assets;
- (iv) establish such reserves and accounts, including but not limited to reserves for the Litigation Settlement Trust Expenses, with the Litigation Settlement Trust Assets as deemed by the Litigation Settlement Trustee to be useful in carrying out the purposes of the Litigation Settlement Trust;
- (v) participate, as a party or otherwise, in any judicial, administrative, arbitrate, or other proceeding;
- (vi) establish, supervise and administer the Litigation Settlement Trust in accordance with the Plan, this Agreement and the Litigation Settlement TDP, and administer, amend, supplement, or modify the Litigation Settlement TDP in accordance with the terms thereof, a copy of which is attached hereto as Exhibit A;
- (vii) appoint such officers and hire employees, and engage legal, financial, accounting, investment, auditing, forecasting, and other consultants and agents as the business of the Litigation Settlement Trust may require; and to delegate to such persons power and authority as the fiduciary duties of the Litigation Settlement Trustee permit and as the Litigation Settlement Trustee, in his or her discretion, deems advisable or necessary to carry out the purposes of the Litigation Settlement Trust in accordance with the Plan and this Agreement;
- (viii) execute and deliver such instruments as the Litigation Settlement Trustee considers proper in administering the Litigation Settlement Trust;
- (ix) enter into such other arrangements with third parties as are deemed by the Litigation Settlement Trustee to be useful in carrying out the purposes of

the Litigation Settlement Trust, provided such arrangements do not conflict with any other provision of this Agreement;

- (x) defend and indemnify, and if appropriate purchase insurance indemnifying (a) the Litigation Settlement Trustee, (b) the Litigation Settlement TAC, and (c) the officers and employees of, and the legal, financial, accounting, investment, auditing, forecasting, and other advisors or consultants hired or retained by the Litigation Settlement Trust (the “**Additional Indemnitees**”), to the fullest extent that a corporation or trust organized under the law of the State of Delaware is from time to time entitled to indemnify and/or insure its directors, officers, employees, agents, advisors and representatives;
 - (xi) consult with the Litigation Settlement TAC at such times and with respect to such issues relating to the conduct of the Litigation Settlement Trust as the Litigation Settlement Trustee considers desirable;
 - (xii) make, pursue (by litigation or otherwise), collect, compromise or settle, in the name of the Litigation Settlement Trust, any Claim, right, action, or cause of action, if any, included in the Litigation Settlement Trust Assets before any court of competent jurisdiction; provided that the Litigation Settlement Trust must seek approval from the Bankruptcy Court, after notice to parties in interest, of any settlement of actions that are pending before the Bankruptcy Court as of the Effective Date; and
 - (xiii) process and resolve, as appropriate, Litigation Claims as provided in the Plan, this Agreement and the Litigation Settlement TDP.
- (d) The Litigation Settlement Trustee shall not have the power to cause the Litigation Settlement Trust to guarantee debt of any other Entity.
- (e) The Litigation Settlement Trustee shall give the Litigation Settlement TAC prompt notice of any act performed or taken pursuant to Sections 2.2(c)(i) and (ii), and 2.2(d), and any act proposed to be performed or taken pursuant to Section 2.2(f), below.

2.2 General Administration.

(a) The Litigation Settlement Trustee shall act in accordance with this Agreement, the Litigation Settlement TDP, and the Plan. In the event of an inconsistency between the Plan and this Agreement, the Plan shall govern.

(b) The Litigation Settlement Trustee shall: (i) timely file such income tax and other returns and statements required to be filed by the Litigation Settlement Trust and shall from the Litigation Settlement Trust Assets timely pay all taxes required to be paid by the Litigation Settlement Trust, (ii) comply with all withholding obligations, as required under the applicable provisions of the IRC and of any state law and any regulations promulgated thereunder, (iii) meet without limitation all requirements

necessary to qualify and maintain qualification of the Litigation Settlement Trust as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC, and (iv) take no action that could cause the Litigation Settlement Trust to fail to qualify as a qualified settlement fund within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the IRC.

(c) The Litigation Settlement Trustee shall timely account to the Bankruptcy Court as follows:

- (i) Depending on whether the Litigation Settlement Trustee decides, in his or her sole discretion, to operate the Litigation Settlement Trust on a calendar or fiscal year basis, the Litigation Settlement Trustee shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, but in no event later than one hundred and twenty (120) days following the end of each calendar or fiscal year, an annual report containing, *inter alia*, financial statements of the Litigation Settlement Trust (including, without limitation, a balance sheet of the Litigation Settlement Trust as of the end of such fiscal year and a statement of operations for such fiscal year). The Litigation Settlement Trustee shall provide a copy of such report to the Litigation Settlement TAC, when such reports are filed with the Bankruptcy Court.
- (ii) Simultaneously with delivery of each set of financial statements referred to in Section 2.2(c)(i), above, the Litigation Settlement Trustee shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of Litigation Claims disposed of during the period covered by the financial statements. The Litigation Settlement Trustee shall provide a copy of such report to the Litigation Settlement TAC, when such report is filed with the Bankruptcy Court.
- (iii) All materials required to be filed with the Bankruptcy Court by this Section 2.2(c) shall be available for inspection by the public in accordance with procedures established by the Bankruptcy Court.
- (d) The Litigation Settlement Trustee shall cause to be prepared as soon as practicable prior to the commencement of each calendar or fiscal year a budget and cash flow projections covering such calendar or fiscal year. The Litigation Settlement Trustee shall provide a copy of the budget and cash flow projections to the Litigation Settlement TAC.
- (e) The Litigation Settlement Trustee shall consult with the Litigation Settlement TAC (i) on the general implementation and administration of the Litigation Settlement Trust; (ii) on the general implementation and administration of the Litigation Settlement TDP; and (iii) on such other matters as may be required under this Agreement and the Litigation Settlement TDP.

(f) The Litigation Settlement Trustee shall meet with the Litigation Settlement TAC no less often than semiannually. The Litigation Settlement Trustee otherwise may meet with the Litigation Settlement TAC as and when deemed advisable by the Litigation Settlement Trustee. Any meetings taking place pursuant to this Section 2.2(f) may occur in person or telephonically.

(g) The Litigation Settlement Trustee, upon notice from the Litigation Settlement TAC, if practicable in view of pending business, shall at the next meeting with the Litigation Settlement TAC, consider issues submitted by the Litigation Settlement TAC for consideration by the Litigation Settlement Trust.

(h) Periodically, but not less often than once a year, the Litigation Settlement Trustee shall make available to Claimants and other interested parties the number of claims that have been resolved by the Litigation Settlement Trust and the amounts of the awards in each case.

2.3 Litigation Claims Administration. The Litigation Settlement Trustee shall promptly proceed to implement the Litigation Settlement TDP.

Section III **ACCOUNTS AND PAYMENTS**

3.1 Accounts. The Litigation Settlement Trustee may, from time to time, create such accounts and reserves as he or she may deem necessary, prudent, or useful to (a) provide for the payment, or to make provision for future payment, of Litigation Settlement Trust Expenses, up to the Litigation Settlement Expenses Cap (as defined in Section 3.3, below), (b) provide for the payment, or to make provision for future payment, on account of liquidated Litigation Claims, and/or (c) account for any tax withholding and tax payments that may be necessary with respect to amounts to be paid to Holders of liquidated Litigation Claims; and may, with respect to any such account or reserve, restrict the use of monies therein. The Litigation Settlement Trustee shall include a reasonably detailed description of any account or reserve created in accordance with this Section 3.1 in the annual reports described in Section 2.2(c)(i) hereof, which description shall include, with respect to any such account, the transfers made to such account, the proceeds of or earnings on the assets held in each such account, and the payments or disbursements made from each such account.

3.2 Source of Payments. All Litigation Settlement Trust Expenses and all other liabilities of the Litigation Settlement Trust, including for Litigation Claims and shall be payable solely by the Litigation Settlement Trustee out of the Litigation Settlement Trust Assets. Neither any Litigation Protected Party, nor the Litigation Settlement Trustee in his or her personal capacity, the Litigation Settlement TAC, or any of their respective officers, agents, advisors, or employees shall be liable for the payment of Litigation Settlement Trust Expenses or any other liability of the Litigation Settlement Trust. The Litigation Settlement Trustee shall include a reasonably detailed description of Litigation Settlement Trust Expenses and other liabilities paid in accordance with this Section 3.2 in the annual reports described in Section 2.2(c)(i), above.

3.3 Litigation Settlement Trust Expenses. Litigation Settlement Trust Expenses

shall be paid as and when incurred by the Litigation Settlement Trust, up to a total of \$100,000 (the "**Litigation Settlement Trust Expenses Cap**"). The Litigation Settlement Trustee may seek approval from the Litigation Settlement TAC for increases to the Litigation Settlement Trust Expenses Cap by making a request to the Litigation Settlement TAC. The Litigation Settlement TAC shall, within thirty (30) days of receiving such request, approve or reject such request by notice to the Litigation Settlement Trustee. Such approval shall require the affirmative vote of a majority of the members of the Litigation Settlement TAC.

3.4 Litigation Claim Payments; Withholding. Litigation Claims shall be submitted to the Trust in the manner prescribed in the Litigation Settlement Trust TDP, and resolved and paid, where applicable, in accordance with the procedures set forth in the Litigation Settlement Trust TDP. Litigation Claims shall be paid from the "**Litigation Claims Payment Fund**", consisting of the total sum of the Litigation Settlement Trust Assets, less the Litigation Settlement Trust Expenses Cap. The Litigation Settlement Trustee shall withhold from any distributions to be made to Holders of allowed Litigation Claims, any and all amounts, determined pursuant to the Litigation Settlement Trust TDP and the Litigation Settlement Trustee's reasonable sole discretion, as required under applicable law, regulation, rule, ruling, directive, or other governmental requirement. The Litigation Settlement Trustee shall (a) remit such withheld amounts to the appropriate governmental entity(ies), and (b) report to such appropriate governmental entity(ies) any distributions and withholdings on account of an allowed Litigation Claim, as required by applicable law, regulation, rule, ruling, directive, or other governmental requirement. Notwithstanding the foregoing, each Holder of an allowed Litigation Claim that is to receive a distribution pursuant to the Litigation Settlement Trust TDP shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution.

Section IV **LITIGATION SETTLEMENT TRUSTEE**

4.1 Number. There shall be one (1) Litigation Settlement Trustee. The initial Litigation Settlement Trustee shall be the person named on the signature page hereof.

4.2 Term of Service.

(a) The initial Litigation Settlement Trustee named pursuant to Section 4.1, above, shall serve from the Effective Date until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b), below, (iii) his or her removal pursuant to Section 4.2(c), below, or (iv) the termination of the Litigation Settlement Trust pursuant to Section 6.4, below.

(b) A Litigation Settlement Trustee may resign at any time by written notice to the Litigation Settlement TAC. Such notice shall specify a date when such resignation shall take place, which shall not be less than 90 days after the date such notice is given, where practicable.

(c) A Litigation Settlement Trustee may be removed by order of the Bankruptcy Court upon notice and motion filed by the Litigation Settlement TAC in the event that the Litigation Settlement Trustee becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. Good cause shall be deemed to include, without limitation (i) substantial failure to comply with the general administration provisions of Section 2.2, above, (ii) a consistent pattern of neglect and failure to perform or participate in performing the duties of the Litigation Settlement Trustee hereunder, (iii) repeated nonattendance at scheduled meetings, or (iv) one of the circumstances set forth in Section 4.7 of this Agreement. Removal shall take effect at such time as the Bankruptcy Court shall determine.

4.3 Appointment of Successor Litigation Settlement Trustee.

(a) In the event of a vacancy in the position of a Litigation Settlement Trustee, the Litigation Settlement TAC shall consult concerning appointment of a successor (a "Successor Litigation Settlement Trustee"). The vacancy shall be filled by the vote of a majority of the Litigation Settlement TAC members. In the event that the Litigation Settlement TAC members fail to secure a majority vote for the appointment of a Successor Litigation Settlement Trustee, the Bankruptcy Court shall make the appointment. A Litigation Settlement Trustee who is removed for cause may not subsequently serve as a Successor Litigation Settlement Trustee.

(b) Immediately upon the appointment of any Successor Litigation Settlement Trustee, all rights, titles, duties, powers and authority of the predecessor Litigation Settlement Trustee hereunder shall be vested in, and undertaken by, the Successor Litigation Settlement Trustee without any further act. No Successor Litigation Settlement Trustee shall be liable personally for any act or omission of his or her predecessor Litigation Settlement Trustee.

(c) A Successor Litigation Settlement Trustee shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 4.2(b), above, (iii) his or her removal pursuant to Section 4.2(c), above, or (iv) the termination of the Litigation Settlement Trust pursuant to Section 6.4, below.

4.4 Liability of Litigation Settlement Trustee, Litigation Settlement TAC.

Neither the Litigation Settlement Trustee nor the members of the Litigation Settlement TAC shall have any liability to the Litigation Settlement Trust, to any Litigation Claimant, or to any other Entity, for actions taken or not taken in connection with the operation of the Litigation Settlement Trust or the administration, processing, settlement, resolution, liquidation, satisfaction and/or payment of Litigation Claims under the Litigation Settlement TDP except for a breach of fiduciary duty by any of the foregoing committed through fraud, gross negligence or willful misconduct.

4.5 Compensation and Expenses of Litigation Settlement Trustee.

(a) Subject to Section 3.3, above, for all time expended (i) administering the Litigation Settlement Trust in accordance with the terms of this Agreement and the Plan,

(ii) preparing for and attending Litigation Settlement Trust meetings, and (iii) receiving, processing, administering, resolving, liquidating and/or paying Litigation Claims, the Litigation Settlement Trustee shall receive the sum of \$___ per hour², and the sum of \$___ per hour³ for non-working travel time, in both cases computed on a quarter-hour basis. The Litigation Settlement Trustee shall record all hourly time to be charged to the Litigation Settlement Trust on a daily basis.

(b) On a monthly basis, by the 15th day of each month for the preceding month, the Litigation Settlement Trustee shall submit bills for compensation for such preceding month to the Litigation Settlement TAC. If no objection is made in writing to such bill within seven (7) days of submission, then the Litigation Settlement Trustee shall be entitled to pay such bill from the Litigation Settlement Trust Assets. If a written objection is timely submitted, the objecting party shall discuss its objection in good faith with the Litigation Settlement Trustee in an effort to reach a consensual resolution. If no resolution is reached within seven (7) days of submission of a written objection then the Litigation Settlement Trustee shall be entitled to payment of the monthly bill to which such objection was submitted unless a written objection is filed with the Bankruptcy Court seeking a determination of the matter. An objection to a monthly bill filed with the Bankruptcy Court and notice of any hearing scheduled on such matter must be served on the Litigation Settlement Trust and the members of the Litigation Settlement TAC. If a written objection is filed, payment of the bill to which the objection relates shall be made only pursuant to (i) an order of the Bankruptcy Court or (ii) agreement of the Litigation Settlement Trustee and the party filing the objection, which agreement also would result in a withdrawal of the objection filed with the Bankruptcy Court.

(c) Subject to Section 3.3, above, the Litigation Settlement Trust will promptly reimburse the Litigation Settlement Trustee for all reasonable out-of-pocket costs and expenses incurred by the Litigation Settlement Trustee in connection with the performance of his or her duties hereunder, provided however, that the Litigation Settlement TAC may make such motion to the Bankruptcy Court as they deem advisable to seek disgorgement of any cost or expense for which the Litigation Settlement Trustee has received reimbursement that the Litigation Settlement TAC believes was not reasonable under the circumstances.

(d) The hourly compensation payable to the Litigation Settlement Trustee hereunder may be reviewed by the Litigation Settlement Trustee on a yearly basis and, after consultation with the Litigation Settlement TAC, appropriately adjusted as may be reasonable under the circumstances including, without limitation, for changes in the cost of living.

(e) The Litigation Settlement Trust shall include a description of the amounts paid under this Section 4.5 in the accounts to be filed with the Bankruptcy Court and provided to the Litigation Settlement TAC pursuant to Section 2.2(c)(i), above.

² To be determined prior to the Confirmation Hearing.

³ To be determined prior to the Confirmation Hearing.

4.6 Litigation Settlement Trustee's Employment of Experts. The Litigation Settlement Trustee may, but shall not be required to, retain and/or consult with counsel, accountants, appraisers, auditors, forecasters, experts, financial and investment advisors and such other parties deemed by the Litigation Settlement Trustee to be qualified as experts on the matters submitted to them (a "**Trust Professional**"). In the absence of the Litigation Settlement Trustee's gross negligence, the written opinion of, or information provided by, any such Trust Professional on the particular matter in respect of which such Trust Professional is an expert may be relied upon by the Litigation Settlement Trustee and shall be full and complete authorization and protection to the Litigation Settlement Trustee in respect of any action taken or not taken in good faith by the Litigation Settlement Trustee otherwise consistent with this Agreement and in accordance with the written opinion of or information provided by such Trust Professional. Fees paid to Trust Professionals shall be deemed Litigation Trust Expenses subject to the limitations in Section 3.3, above.

4.7 Litigation Settlement Trustee's Independence. The Litigation Settlement Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Entity with a financial interest in the operation of the Litigation Settlement Trust. No Litigation Settlement Trustee shall act as an attorney for any Claimant either (i) in connection with such Claimant's Litigation Claim, or (ii) otherwise prior to final payment on account of such Litigation Claim. In addition to the circumstances set forth in Section 4.2(c) of this Agreement, any violation of this Section 4.7 shall be cause for removal of the Litigation Settlement Trustee.

4.8 Bond. The Litigation Settlement Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section V **TRUST ADVISORY COMMITTEE**

5.1 Formulation and Members. The Litigation Settlement TAC shall be formed pursuant to the Plan as of the Effective Date. The Litigation Settlement TAC shall consist of three (3) members, who shall initially be the persons named on the signature page hereof.

5.2 Duties. The members of the Litigation Settlement TAC shall serve in a fiduciary capacity representing all Litigation Claimants. The Litigation Settlement Trustee must consult with the Litigation Settlement TAC on matters identified in Sections 2.2(e) and 3.3, above, and may consult with the Litigation Settlement TAC with respect to such other matters affecting or relating to the Litigation Settlement Trust.

5.3 Term of Office.

(a) Each member of the Litigation Settlement TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b), below, (iii) his or her removal pursuant to Section 5.3(c), below, or (iv) the termination of the Litigation Settlement Trust pursuant to Section 6.4, below.

(b) A member of the Litigation Settlement TAC may resign at any time by written notice to the other members of the Litigation Settlement TAC and the Litigation

Settlement Trustee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) A member of the Litigation Settlement TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated nonattendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the Litigation Settlement TAC with the approval of the Bankruptcy Court.

5.4 Appointment of Successor Members.

(a) A vacancy in the Litigation Settlement TAC caused by resignation, death or as a result of removal, shall be filled with an individual, not a firm, nominated by the remaining members of the Litigation Settlement TAC and approved by the majority vote of the Litigation Settlement Trustee and all remaining members of the Litigation Settlement TAC. No member of the Litigation Settlement TAC who has been removed for cause may be reappointed.

(b) Each successor member of the Litigation Settlement TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Section 5.3(b), above, (iii) his or her removal pursuant to Section 5.3(c), above, or (iv) the termination of the Litigation Settlement Trust pursuant to Section 6.4, below.

5.5 Litigation Settlement TAC's Employment of Professionals. The Litigation Settlement TAC may at its sole cost (but is not required to) retain and/or consult counsel, accountants, appraisers, auditors, forecasters, experts, and financial and investment advisors, and such other parties deemed by the Litigation Settlement TAC to be qualified as experts on matters submitted to the TAC (the "TAC Professionals"). Subject to the provisions of Section 6.1 of this Agreement, the Litigation Settlement TAC and the TAC Professionals shall at all times have complete access to the Litigation Settlement Trust's employees and agents, as well as to the Trust Professionals, and shall also have complete access to all information generated by them or otherwise available to the Litigation Settlement Trust or the Litigation Settlement Trustee other than the Privileged Information (as defined in the Plan), provided that any information provided by the Trust Professionals shall not constitute a waiver of any applicable privilege, and provided further that the foregoing provisions shall not amend, modify, or alter in any fashion the provisions regarding and/or restrictions applicable to Privileged Information, the terms of which apply fully hereunder. In the absence of the Litigation Settlement TAC's gross negligence, the written opinion of or information provided by any such TAC Professional on the particular matter in respect of which such TAC Professional is an expert may be relied upon by the Litigation Settlement TAC and shall be full and complete authorization and protection to the Litigation Settlement TAC in respect of any action taken or not taken in good faith by the Litigation Settlement TAC otherwise consistent with this Agreement and in accordance with the written opinion of or information provided by such TAC Professional.

5.6 Reimbursing Expenses of Litigation Settlement TAC. Subject to Section 3.3, above, the members of the Litigation Settlement TAC shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred by the members of the Litigation Settlement TAC in connection with their attendance at meetings and as may be agreed upon by the Litigation Settlement Trustee. Any such reimbursement or direct payment shall be deemed a Litigation Settlement Trust Expense. The Litigation Settlement Trust shall include a description of the amounts paid under this Section 5.6 in the accounts to be filed with the Bankruptcy Court and provided to the Litigation Settlement Trustee and the Litigation Settlement TAC, pursuant to Section 2.2(c)(i) above.

Section VI **GENERAL PROVISIONS**

6.1 Procedures for Consultation with Litigation Settlement TAC. In the event the Litigation Settlement Trustee is required to consult with the Litigation Settlement TAC as provided herein, the Litigation Settlement Trustee shall provide the Litigation Settlement TAC with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Litigation Settlement Trustee shall also provide the Litigation Settlement TAC with such reasonable access to Trust Professionals and other experts retained by the Litigation Settlement Trust and its staff (if any) as the Litigation Settlement TAC may reasonably request during the time that the Litigation Settlement Trustee is considering such matter, and shall also provide Litigation Settlement TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Litigation Settlement Trustee; provided that in no event shall the Litigation Settlement TAC or its members (a) have any role, whether by consent, consultation or otherwise, in the Litigation Settlement Trust's selection of counsel, experts or other professionals to defend Litigation Claims against the Litigation Settlement Trust, or (b) have any right to consult with or obtain information from the Litigation Settlement Trust or anyone employed by the Litigation Settlement Trust concerning the defense of any such Litigation Claims.

In determining when to take definitive action on any matter subject to the consultation process set forth in this Section 6.1, the Litigation Settlement Trustee shall take into consideration the time required for the Litigation Settlement TAC, if its members so wish, to engage and consult with a TAC Professional as to such matter. In any event, the Litigation Settlement Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the Litigation Settlement TAC with the initial written notice that such matter is under consideration by the Litigation Settlement Trustee, unless such time period is waived by the Litigation Settlement TAC.

6.2 Indemnification.

(a) The Litigation Settlement Trust shall indemnify, hold harmless and defend the Litigation Settlement Trustee, the members of the Litigation Settlement TAC and the Additional Indemnitees in the performance of their respective duties hereunder to the fullest extent that a corporation or trust organized under the laws of the State of Delaware is entitled to indemnify and defend such persons against any and all liabilities, expenses,

claims, damages or losses incurred by them in the performance of their duties hereunder. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which he or she is ultimately held liable as a result of such individual's own breach of fiduciary duty committed through fraud, gross negligence or willful misconduct.

(b) The Litigation Settlement Trust may purchase and maintain reasonable amounts and types of insurance on behalf of an Indemnified Party to provide for payment of the obligations of the Litigation Settlement Trust under this Section 6.1 of this Agreement.

6.3 Irrevocability. The Litigation Settlement Trust is irrevocable.

6.4 Termination. The Litigation Settlement Trust shall automatically terminate on the date that is ninety (90) days after the date that all Litigation Claims have been (a) liquidated and paid to the extent provided in this Agreement and the Litigation Settlement TDP, or (b) disallowed pursuant to the terms of this Agreement and the Litigation Settlement TDP.

6.5 Amendments. The Litigation Settlement Trustee, after consultation with the Litigation Settlement TAC pursuant to Section 6.1 of this Agreement, may modify or amend this Agreement, provided that any such amendments must be consistent with the requirements of the Plan. The Litigation Settlement Trustee, after consultation with the Litigation Settlement TAC pursuant to Section 6.1 of this Agreement, may modify or amend the Litigation Settlement TDP, *provided, however*, that such amendment is consistent with (a) any limitation on amendments provided in the Litigation Settlement TDP, and (b) the requirements of the Plan. Any modification or amendment made pursuant to this Section 6.5 must be made in writing. Notwithstanding anything contained in this Agreement or the Litigation Settlement TDP to the contrary, neither this Agreement nor the Litigation Settlement TDP shall be modified or amended in any way that could jeopardize, impair, or modify (i) the efficacy or enforceability of the injunctions entered in connection with confirmation of the Plan, or (ii) the status of the Litigation Settlement Trust as a qualified settlement fund under section 468B of the IRC.

6.6 Severability. Should any provision in this Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Agreement.

6.7 Notices. Notices to Litigation Claimants shall be given by first class mail, postage prepaid, at the address of such person in each case as provided on such person's Proof of Claim with respect to his or her Litigation Claim.

Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Litigation Settlement Trust: [TO BE PROVIDED]

To the Litigation Settlement Trustee: [TO BE PROVIDED]

To the Litigation Settlement TAC:

With a copy to:

All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

6.8 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Litigation Protected Parties, the Litigation Settlement Trust, the Litigation Settlement Trustee, and their respective successors and assigns, except that neither the Litigation Protected Parties, the Litigation Settlement Trust, the Litigation Settlement Trustee, may assign or otherwise transfer any of its, or their, rights or obligations under this Agreement except, in the case of the Litigation Settlement Trust and the Litigation Settlement Trustee, as contemplated by Section 2.1, above.

6.9 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Agreement is contained herein and in the Plan Documents referred to herein, and this Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

6.10 Headings. The headings used in this Agreement are inserted for convenience only and do not constitute a portion of this Agreement, nor in any manner affect the construction of the provisions of this Agreement.

6.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of law principles.

6.12 Representations and Cooperation. The Debtors are hereby irrevocably designated as the settlors, and are hereby authorized to take any action required of the settlors in connection with this Agreement. Pursuant to the terms of the Plan, the Debtors, the Signal Liquidating Trustee, and the Purchaser agree to reasonably cooperate as may be requested by the Litigation Settlement Trustee in implementing the goals and objectives of the Litigation Settlement Trust.

6.13 Dispute Resolution. Any disputes that arises under this Agreement or under the Litigation Settlement TDP may be resolved by (i) submission of the matter to an alternative dispute resolution (“ADR”) process mutually-agreeable to the parties involved with such dispute, or (ii) application to the Bankruptcy Court for a judicial determination of the matter, except as otherwise provided herein or in the Litigation Settlement TDP. Any review by the Bankruptcy Court of a dispute that is first submitted to non-binding ADR shall be *de novo*.

6.14 Enforcement and Administration. The provisions of this Agreement and the Litigation Settlement TDP shall be enforced by the Bankruptcy Court pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Litigation Settlement Trustee and over any disputes hereunder not resolved by ADR in accordance with Section 6.13, above.

6.15 Effectiveness. This Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

6.16 Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement this day of _____, 2015.

SIGNAL INTERNATIONAL, INC. AND ITS
AFFILIATE DEBTORS

By: /s/ _____
Title: _____

LITIGATION SETTLEMENT TRUSTEE

By: /s/ _____
Title: _____

Accepted and Agreed:

LITIGATION SETTLEMENT TRUST
ADVISORY COMMITTEE

Exhibit A

SIGNAL LITIGATION SETTLEMENT TRUST DISTRIBUTION PROCEDURES

The Signal Litigation Settlement Trust Distribution Procedures ("TDP") set forth herein provide for resolving all Litigation Claims against Signal International, Inc. and Signal International, LLC, as provided in and required by the Plan Support Agreement, the Plan, and the Confirmation Order.* The Plan and Litigation Settlement Trust Agreement establish the Signal Litigation Settlement Trust ("Trust"). The Trustee of the Trust shall implement and administer this TDP in accordance with the Plan, Confirmation Order, and the Litigation Settlement Trust Agreement.

Section I INTRODUCTION

1.1. Purpose. This TDP has been adopted pursuant to the Plan, Confirmation Order, and the Litigation Settlement Trust Agreement. It is designed to provide similarly situated Litigation Claims with equitable and substantially similar treatment.

1.2. Interpretation. Except as otherwise may be provided below, nothing in this TDP shall be deemed to create a substantive right for any holder of a Litigation Claim.

Section II OVERVIEW

2.1 Trust Objectives. The principal objective of the Trust is to provide a source of funding and criteria for the compensation of all holders of Litigation Claims and, in doing so, to treat all similarly-situated Litigation Claims equitably. This TDP furthers that goal by setting forth procedures for processing and paying claims generally on an impartial and predictable basis. To this end, the TDP establishes a schedule of claim categories, eligibility requirements, and corresponding payment values.

2.2 Claims Liquidation Procedures. The Trustee shall process and evaluate Litigation Claims that are submitted to the Trust to determine (a) whether the submitted claim meets the eligibility requirements for the category in which it is submitted and (b) the compensation to be paid for eligible claims, as set forth below.

Section III TDP ADMINISTRATION

3.1 Trust Administrator. This TDP may be administered on behalf of the Trustee by an agent or employee who shall be referred to as the "Trust Administrator." Selection of the Trust Administrator shall be based on the experience, fees to be charged, and commercial reputation of the prospective candidates. The Trust Administrator may be delegated the authority by the Trustee to act on behalf of the Trustee under this TDP.

* All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in *Debtors' Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, as may be amended, modified or supplemented from time to time (the "Plan") and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), shall have the meanings given to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

3.2 Consent and Consultation Procedures. The Trust Administrator shall act at the direction of the Trustee and shall serve at the will of the Trustee. The Trust Administrator shall regularly consult with the Trustee and, in the instance of any Litigation Claim or other issue which is not resolved by the terms of the Trust Agreement or this TDP, shall obtain the guidance of the Trustee.

3.3. Duty to Follow Trust Agreement and TDP Provisions. The Trust Administrator may be authorized to administer the provisions of the Trust Agreement and TDP in its discretion, but in so doing, the Trust Administrator shall strictly comply with the express provisions of the Trust Agreement and this TDP. Notwithstanding anything herein to the contrary, the Trustee may only delegate ministerial duties to the Trust Administrator.

Section IV ELIGIBILITY REQUIREMENTS

4.1 Persons Eligible. A Litigation Claim will be eligible for compensation, subject to satisfying the requirements of this TDP, if:

(a) the Litigation Claimant was offered employment or was recruited by Signal International Inc. and/or Signal International, LLC (collectively, "Signal") through the H-2B temporary guest worker program, as evidenced by an original or copy of one of the following pieces of documentation:

1. an H-2B visa for employment at Signal stamped with a July 31, 2007 expiration date;
2. the operative complaint or amended complaint alleging the Litigation Claimant was an employee of Signal and Signal's answer to the complaint or amended complaint admitting the Litigation Claimant was an employee;
3. a letter from Signal dated no later than February 28, 2007 offering the Litigation Claimant employment through the H-2B temporary guest worker and/or permanent residency/"green card" program;
4. Signal payroll records showing the Litigation Claimant was an employee with a badge number beginning in "5" or "6"; *provided, however*, that a Litigation Claimant that is solely represented by the EEOC may rely on one or more copies of Signal payroll records provided by the EEOC;
5. a Signal identification badge identifying the Litigation Claimant as an employee with a badge number beginning in "5" or "6"; or
6. sworn testimony by a Signal employee identifying the Litigation Claimant as an employee hired through the H-2B temporary guest worker program.

AND

(b) the Litigation Claimant (i) timely submitted a Proof of Claim asserting his Litigation Claim in the Bankruptcy Cases, (ii) otherwise is covered by the Proof of Claim submitted by the Southern Poverty Law Center on behalf of the Fair Labor Standards Act ("FLSA") Claimant Group, or submitted or to be submitted by the Equal Employment Opportunity Commission ("EEOC"), to the extent timely submitted, or (iii) solely with respect to a

Litigation Claim against a non-Debtor Released Party, timely submitted a Trust Claim Form.*

4.2 Claim Categories. There are two (2) categories of Litigation Claims which may be submitted under this TDP, as follows:

(a) Liquidated Judgment Claims: Litigation Claims held by or for the benefit of H-2B Workers that had been asserted in a court of law in the United States of America against one or more of the Debtors before the Petition Date, *and* that had been liquidated by a jury verdict or judgment in such court of law before the Petition Date (“Judgment Claimants”).

(b) Unliquidated Litigation Claims: Any Litigation Claim that is not a Liquidated Judgment Claim.

4.3. Claim Components and Documentation Required to Evidence Eligibility for Compensation. Each Litigation Claimant may assert one or more of fourteen (14) claims eligible for compensation from the Litigation Claim Payment Fund,[†] each of which shall be considered a component of that Litigation Claimant’s overall claim, *provided that* no Litigation Claimant may assert a claim or claims that have been dismissed with prejudice by a final ruling of a court of law in the United States of America. The Trustee shall determine, based on the submitted Trust Claim Forms, the specific claim component or components asserted by the Litigation Claimant. The general description of each potential claim component is set forth in Sections 4.3(a) through (n) below.

In order to evidence eligibility for compensation from the Trust, each Litigation Claimant must submit or have submitted on such Litigation Claimant’s behalf: (1) a completed Trust Claim Form in the form attached hereto as Exhibit A and/or Exhibit B; (2) at least one of the documents identified in Section 4.1(a); and (3) such documentation as required to evidence the existence of each claim component asserted on such Litigation Claimant’s Trust Claim Forms, as set forth in Sections 4.3(a) through (n), as applicable, as to each Debtor or non-Debtor Released Party against which such claim is asserted.

(a) Trafficking: Labor trafficking claims brought, or that could be brought, under civil remedy of the Trafficking Victims Protection Reauthorization Act of 2003, 18 U.S.C. § 1595, as amended (“TVPRA”). Each Litigation Claimant asserting a trafficking claim must provide evidence that (i) the claimant was recruited for employment at Signal through the H-2B guest worker program (as evidenced by any one of the pieces of documentation identified in Section 4.1(a)); (ii) the

* For the avoidance of doubt, any Litigation Claimant asserting a claim against a Debtor must satisfy either Section 4.1(b)(i) or (ii), regardless of whether such Litigation Claimant also satisfied the requirements of Section 4.1(b)(iii) for asserting a Litigation Claim against a non-Debtor Released Party.

† The only claim against a non-Debtor Released Party that is eligible for compensation from the Litigation Claim Payment Fund is Trafficking.

claimant paid fees to Signal or its Agents* for the opportunity to work at Signal (as evidenced by receipts, canceled checks, an affidavit, sworn testimony, or the filing of a complaint in a court of law in the United States of America attesting to such fact); (iii) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) and pay stubs reflecting wages earned while employed at Signal); and (iv) solely with respect to a Litigation Claim against a non-Debtor Released Party, such non-Debtor Released Party itself directly provided or obtained for Signal the labor or services of the Litigation Claimant by means or threats of force, physical restraint, serious harm, or abuse of legal process (as evidenced by (x) receipts reflecting such non-Debtor Released Party's collection of more than \$10,000 (USD or equivalent value) in connection with the Litigation Claimant's prospective employment for Signal under the H-2B program, or (y) sworn testimony, or the filing of a complaint in a court of law in the United States of America, attesting to threats of physical injury or deportation made directly to the Litigation Claimant or his immediate family by such non-Debtor Released Party).

- (b) Breach of Contract: Common law breach of contract claim and quasi-contract claim ("Breach of Contract") for Signal's failure to fulfill promises to sponsor H-2B Workers for green cards. Each Litigation Claimant asserting a Breach of Contract claim must provide evidence that (i) the claimant was recruited for employment at Signal through the H-2B guest worker program (as evidenced by any one of the pieces of documentation identified in Section 4.1(a)); (ii) the claimant was told that Signal would sponsor him for a green card (as evidenced by an affidavit, sworn testimony, or the filing of a complaint in a court of law in the United States of America attesting to such fact); and (iii) the claimant filed a lawsuit asserting Breach of Contract prior to May 5, 2014 (for claimants recruited for employment in Mississippi) or May 5, 2015 (for claimants recruited for employment in Texas).
- (c) Section 1981 Discrimination/Harassment: Discrimination and harassment claims against Signal under 42 U.S.C. § 1981 ("Section 1981 Discrimination/Harassment") based on harassment and/or adverse terms and conditions of employment. Each Litigation Claimant asserting a Section 1981 Discrimination/Harassment claim must provide evidence that the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) and pay stubs reflecting wages earned while employed at Signal).

* For purposes of this TDP, Signal's "Agents" shall consist of Malvern C. Burnett, The Law Offices of Malvern C. Burnett, PLC, Gulf Coast Immigration Law Center, Sachin Dewan, Dewan Consultants Pvt. Ltd., Michael Pol, and Global Resources, Inc.

- (d) Section 1981 Retaliation: Retaliation claims against Signal under 42 U.S.C. § 1981 (“Section 1981 Retaliation”) based on Signal’s termination without cause of certain employees at its Pascagoula, Mississippi, facility on March 9, 2007. Signal’s termination of certain employees on March 9, 2007 shall be considered without cause if Signal expressly targeted by badge number and terminated the H-2B worker in retaliation for that worker engaging in protected activity opposing unlawful discrimination. Each Litigation Claimant asserting a Section 1981 Retaliation claim must provide evidence that (i) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal); (ii) Signal terminated the claimant on March 9, 2007 on a basis other than because Signal believed the claimant lacked sufficient skill to perform the duties of the position he held (as evidenced by Signal records reflecting alternative motives for termination of such claimant); and (iii) the claimant filed a lawsuit in a court of law in the United States of America asserting Section 1981 Retaliation claims prior to March 9, 2011.
- (e) Intentional Infliction of Emotional Distress (No Physical Injury): Tort claim against Signal for common law intentional infliction of emotional distress, for which physical injuries were not suffered (“IIED-No Physical Injury”) based on Signal employees’ detention and attempted detention of certain employees at its Pascagoula, Mississippi, facility on March 9, 2007. Each Litigation Claimant asserting an IIED-No Physical Injury claim must provide evidence that (i) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal); (ii) Signal detained or attempted to detain the claimant on March 9, 2007 (as evidenced by an affidavit, sworn testimony, or the filing of a complaint in a court of law in the United States of America attesting to such fact); and (iii) the claimant filed a lawsuit in a court of law in the United States of America asserting Intentional Infliction of Emotional Distress claims prior to March 9, 2008.
- (f) Intentional Infliction of Emotional Distress (Physical Injury): Tort claim against Signal for intentional infliction of emotional distress, for which physical injuries were suffered and hospitalization required (“IIED-Physical Injury”) based on Signal employees’ detention and attempted detention of certain employees at its Pascagoula, Mississippi, facility on March 9, 2007 and/or threats of physical or bodily harm communicated directly to certain H-2B Workers or their family members by Signal employees or their agents on or about March 8, 2007. Each Litigation Claimant asserting an IIED-Physical Injury claim must provide evidence that (i) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting

wages earned while employed at Signal); (ii) Signal detained or attempted to detain the claimant on March 9, 2007 or Signal or its Agents directly threatened family members on or about March 8, 2007 (as evidenced by an affidavit, sworn testimony, or the filing of a complaint in a court of law in the United States of America attesting to such fact); (iii) the claimant was hospitalized for injuries suffered on or about March 9, 2007 (this may be submitted by sworn testimony, rather than by medical records); and (iv) the claimant filed a lawsuit in a court of law in the United States of America asserting Intentional Infliction of Emotional Distress claims prior to March 9, 2008.

- (g) False Imprisonment: Tort claim against Signal for common law false imprisonment ("False Imprisonment") based on Signal employees' detention and attempted deportation of certain employees at its Pascagoula, Mississippi, facility on March 9, 2007. Each Litigation Claimant asserting a False Imprisonment claim must provide evidence that (i) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal); (ii) Signal detained or attempted to detain the claimant on March 9, 2007 (as evidenced by an affidavit, sworn testimony, or the filing of a complaint in a court of law in the United States of America attesting to such fact); and (iii) the claimant filed a lawsuit in a court of law in the United States of America asserting False Imprisonment claims prior to March 9, 2008.
- (h) Assault (Physical Injury): Tort claim against Signal for common law assault, for which physical injuries were suffered and hospitalization required ("Assault"), based on Signal employees' detention and physical touching of certain employees at its Pascagoula, Mississippi, facility on March 9, 2007. Each Litigation Claimant asserting an Assault claim must provide evidence that (i) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal); (ii) Signal detained or attempted to detain the claimant on March 9, 2007 (as evidenced by an affidavit, sworn testimony, or the filing of a complaint in a court of law in the United States of America attesting to such fact); (iii) the claimant was hospitalized for injuries suffered on or about March 9, 2007 (this may be submitted by sworn testimony, rather than by medical records); and (iv) the claimant filed a lawsuit in a court of law in the United States of America asserting Assault claims prior to March 9, 2008.
- (i) Civil Rights Conspiracy: Claim against Signal under 42 U.S.C. § 1985 for conspiracy to violate civil rights, for which physical injuries were suffered and hospitalization required ("Civil Rights Conspiracy"), based on Signal employees' detention and attempted deportation of certain employees at its Pascagoula, Mississippi, facility on March 9, 2007. Each Litigation Claimant asserting a Civil

Rights Conspiracy claim must provide evidence that (i) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal); (ii) Signal detained or attempted to detain the claimant on March 9, 2007 (as evidenced by an affidavit, sworn testimony, or the filing of a complaint in a court of law in the United States of America attesting to such fact); (iii) the claimant was hospitalized for injuries suffered on or about March 9, 2007 (this may be submitted by sworn testimony, rather than by medical records); and (iv) the claimant filed a lawsuit in a court of law in the United States of America asserting Civil Rights Company claims prior to March 9, 2011.

- (j) Fair Labor Standards Act: Claims against Signal under the FLSA for failure to pay the federal minimum wage for all hours worked held by H-2B Workers that had been asserted by timely filing before the claim was or will be time-barred under the applicable statute of limitations and not withdrawing a Consent to Sue form in the matter of *David v. Signal Int'l, LLC*, No. 08-1220 (E.D. La.). Each Litigation Claimant asserting a Fair Labor Standards Act claim must provide: (i) one of the documents listed in Section 4.1(a)(4) or (5); and (ii) a copy of the Consent to Sue by which the H-2B Worker timely asserted claims under the FLSA in the matter of *David v. Signal Int'l, LLC*, No. 08-1220 (E.D. La.) prior to July 31, 2011.
- (k) EEOC Title VII Claims (Not Including Retaliation): Claims against Signal by Plaintiff EEOC for the benefit of former H-2B Workers under Title VII, 42 U.S.C. § 2000 et seq. ("Title VII") in the matter of *EEOC v. Signal Int'l, LLC*, No. 12-557 (E.D. La.) for harassment and/or adverse terms and conditions of employment ("EEOC Title VII Beneficiaries"). EEOC Title VII Beneficiaries shall be treated as Litigation Claimants solely for the purposes of distribution under the TDP and such treatment shall not alter, abridge or amend the EEOC's authority under 42 U.S.C. Section 2000(e) et seq., or any of EEOC's rights or status as a federal Plaintiff, including but not limited to the EEOC's rights to assert setoff. Each Litigation Claimant asserting a Title VII Claim (Not Including Retaliation) must provide evidence that the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal).
- (l) EEOC Intervenor's Title VII Claims (Not Including Retaliation): Claims against Signal in intervention in the matter of *EEOC v. Signal Int'l, LLC*, No. 12-557 (E.D. La.) under Title VII, 42 U.S.C. § 2000 et seq. for harassment and/or adverse terms and conditions of employment, and discrimination by agents, based on disparate impact and disparate treatment theories. Each Litigation Claimant asserting an EEOC Intervenor's Title VII Claims (Not Including Retaliation) must provide evidence that (i) the claimant was employed at Signal through the H-2B

guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal); and (ii) the claimant was an intervenor in the matter of *EEOC v. Signal Int'l, LLC*, No. 12-557 (E.D. La.).

(m) EEOC Title VII Retaliation Claims: Claims against Signal by Plaintiff EEOC and Plaintiffs-Intervenors for retaliation under Title VII, 42 U.S.C. § 2000 et seq. in the matter of *EEOC v. Signal Int'l, LLC*, No. 12-557 (E.D. La.). Each Litigation Claimant asserting an EEOC Title VII Retaliation Claim must provide evidence that (i) the claimant was employed at Signal through the H-2B guest worker program (as evidenced by (x) any one of the pieces of documentation identified in Section 4.1(a)(2), (4), (5), or (6), or (y) either of the pieces of documentation identified in Section 4.1(a)(1) or (3) *and* pay stubs reflecting wages earned while employed at Signal); (ii) Signal terminated the claimant on March 9, 2007 on a basis other than because Signal believed the claimant lacked sufficient skill to perform the duties of the position he held (as evidenced by Signal records reflecting alternative motives for termination of such claimant); and (iii) the claimant alleged retaliation as an intervenor in the matter of *EEOC v. Signal Int'l, LLC*, No. 12-557 (E.D. La.).

(n) Attorneys' Fees and Costs: To the extent legally permissible, Litigation Claimants who filed lawsuits against Signal and are represented by not-for-profit organizations (the Southern Poverty Law Center and the Equal Justice Center) will have a claim for attorneys' fees and costs as provided by 18 U.S.C. § 1964(c), 18 U.S.C. § 1595, 42 U.S.C. § 1988, 29 U.S.C. § 216, and Fed. R. Civ. P. 54(d)(1), to the extent their non-profit counsel may collect such fees and costs to the extent that such Litigation Claimants are required to or have agreed to pay their non-profit counsel for fees and costs, capped at a total non-reduced Claim Value of \$6,567,500.00, consisting of a non-reduced Claim Value of \$6,000,000 for attorneys' fees and costs claims for the Southern Poverty Law Center ("SPLC") and \$567,000 for attorneys' fees and costs claims for the Equal Justice Center ("EJC"). Each Litigation Claimant asserting Attorneys' Fees and Costs must provide evidence that the claimant was a plaintiff represented by the non-profit SPLC in the matter *David v. Signal Int'l, LLC*, No. 08-1220 (E.D. La.), *EEOC v. Signal Int'l, LLC*, No. 12-557 (E.D. La.), or by the non-profit EJC in the matter of *Kambala v. Signal Int'l, LLC*, No. 1:13-cv.00498-RC-ZJH (E.D. Tex.). A copy of the operative complaint or amended complaint in these cases, with the accompanying signature block, shall be adequate evidence.

4.4 Characterization of Litigation Claims. For purposes of filing and processing litigation claims:

- (a) "General Litigation Claims" means those claims arising under Sections 4.3(a) through (j) and also (n) as described above; and
- (b) "Title VII Litigation Claims" means those claims arising under Sections 4.3(k) through (n) as described above.

General Litigation Claims shall only be asserted by meeting the requirements set forth herein and by completing the General Trust Claim Form (as defined below).

Title VII Litigation Claims shall only be asserted by meeting the requirements set forth herein and by completing the Title VII Trust Claim Form (as defined below).

Section V RESOLUTION OF LITIGATION CLAIMS

5.1 Filing Litigation Claims.

(a) **Distribution and Filing of Litigation Claims.** The General Litigation Claims Packet will consist of (i) instructional materials, (ii) a form for asserting one or more of the eleven General Litigation Claims eligible for compensation in the form attached hereto as Exhibit A (the "General Trust Claim Form"), and (iii) a copy of this TDP.

The Title VII Litigation Claims Packet will consist of (i) instructional materials, (ii) a form for asserting Title VII Litigation Claims for asserting one or more of the four Title VII Litigation Claims eligible for compensation in the form attached hereto as Exhibit B (the "Title VII Trust Claim Form"), and (iii) a copy of this TDP.

Within thirty (30) days after the Effective Date, the Trustee shall send a General Litigation Claims Packet as defined above to (i) to all holders of Litigation Claims who on or before the General Bar Date filed a Proof of Claim in the Bankruptcy Cases at the addresses designated on the Proof of Claim form; *provided, however*, that the Trustee shall not send Title VII Trust Claim Forms to these Litigation Claimants, and (ii) at the Purchaser's expense, to all holders of Litigation Claims who are listed in the Schedules but for whom no Proof of Claim has been filed personally or by EEOC to the last address known to the Debtors according to the Debtors' books and records.

All holders of General Litigation Claims shall be required to return the applicable General Trust Claim Form provided in the General Litigation Claims Packet they receive within sixty (60) days after receipt, along with documentation evidencing eligibility as set forth in Sections 4.1 and 4.3, above. A scanned copy of a signed General Trust Claim Form shall be the equivalent of an original. If the Litigation Claimant fails to return a General Trust Claim Form so that it is received by the Trustee within such sixty (60) day period, the any General Litigation Claim asserted by such Litigation Claimant shall be disallowed for all purposes hereunder; *provided, however*, that such disallowance shall not prejudice any claim that may be asserted on a Title VII Trust Claim Form by or on behalf of such Litigation Claimant.

No General Litigation Claim Form on behalf of a Litigation Claimant will be accepted by the Trustee if the Litigation Claimant failed to file a Proof of Claim on or before the General Bar Date, except to the extent that such General Litigation Claim Form asserts claims solely against non-Debtor Released Parties.

Within thirty (30) days after the earlier of (i) the Government Bar Date or (ii) the date on which the EEOC delivers a written request to the Trustee to receive the Title VII Litigation Claims Packets, the Trustee shall send to the EEOC one copy of the Title VII Litigation Claims Packet for each Litigation Claimant identified in the EEOC Proofs of Claim (as defined below) filed in the Bankruptcy Cases. The Trustee shall not send any General Litigation Claims Packets to the EEOC nor shall the EEOC have any responsibility for the dissemination of any General Litigation Claims Packets to any Litigation Claimant.

The EEOC will file two Proofs of Claim in the Bankruptcy Cases: (1) a Proof of Claim for beneficiaries of the EEOC Title VII lawsuit against the Debtors who have not filed a separate Proof of Claim ("POC I"); and (2) a Proof of Claim for beneficiaries of the EEOC Title VII lawsuit against the Debtors who are represented by supplemental counsel or who independently filed separate Proofs of Claim without the assistance of the EEOC ("POC II" and, together with POC I, the "EEOC Proofs of Claim"). For purposes of the distribution of the Title VII Litigation Packets, the EEOC Proofs of Claim will list the EEOC Title VII Beneficiaries and identify those beneficiaries who are represented by supplemental counsel. Any party objecting to the sufficiency of the identification of the beneficiaries or their characterization as being represented by supplemental counsel, shall notify the Trustee and the EEOC in writing of the objection within twenty days of the date on which the EEOC first files the EEOC Proofs of Claim.

(b) Upon receipt of the Title VII Litigation Packets, the EEOC shall forward each Title VII Litigation Claims Packet received from the Trustee to each Title VII Beneficiary's last known address or to their supplemental counsel, as applicable. Those EEOC Title VII Beneficiaries who are unrepresented by supplemental counsel who have not filed a separate Proof of Claim and those EEOC Title VII Beneficiaries who are unrepresented but filed separate Proofs of Claim without the assistance of the EEOC shall return their completed Title VII Litigation Claim Forms to the EEOC. EEOC shall in turn forward completed, returned Title VII Litigation Claim Forms (and any other documentation included by the EEOC Title VII Beneficiary with the Title VII Litigation Claim Form) to the Trustee.

Supplemental counsel shall be responsible for returning Title VII Litigation Claim Forms completed on behalf of their clients directly to the Trustee. The EEOC shall not be responsible for returning to the Trustee completed Title VII Litigation Claim Forms for EEOC Title VII Beneficiaries represented by supplemental counsel as identified on POC II to the Trustee.

The EEOC or supplemental counsel, as applicable, shall be required to return the applicable Title VII Trust Claim Form provided in the Title VII Litigation Claims Packet they receive within sixty (60) days after receipt, along with documentation evidencing eligibility as set forth in Sections 4.1 and 4.3, above. A scanned copy of a signed Title VII Trust Claim Form shall be the equivalent of an original. If the EEOC or supplemental counsel, as applicable, fails to return a Title VII Trust Claim Form on

behalf of a Litigation Claimant so that it is received by the Trustee within such sixty (60) day period, then any Title VII Litigation Claim asserted by such Litigation Claimant shall be disallowed for all purposes hereunder; *provided, however*, that such disallowance shall not prejudice any claim that may be asserted on a General Trust Claim Form by or on behalf of such Litigation Claimant. For the avoidance of doubt, all Litigation Claims asserted by or on behalf of a Litigation Claimant who does not return any Trust Claim Forms to the Trustee or have any such Trust Claim Forms returned to the Trustee on such Litigation Claimant's behalf shall be disallowed for all purposes hereunder

(c) The EEOC shall have no obligation to pay any liability of any nature or description arising out of, relating to, or in connection with any Litigation Claim and all Litigation Claimants shall be enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any Litigation Claim. Further, the EEOC shall be released and held harmless from all obligations and liabilities with respect to the Litigation Claims and no entity, including but not limited to any Litigation Claimant, whether or not such Litigation Claimant is an EEOC Title VII Beneficiary, shall have any right whatsoever at any time to assert any claim or cause of action with respect to the Litigation Claims against the EEOC.

5.2 Review Process. The Trustee shall commence reviewing and processing filed General Litigation Claim Forms and Title VII Litigation Claim Forms (collectively, "Trust Claim Form(s)") as and when they are received by the Trustee, and shall complete its initial review of a submitted Trust Claim Form and supporting documentation within twenty-one (21) days after receipt. For each Trust Claim Form that is submitted, the Trustee shall determine whether the claim described therein meets the eligibility requirements of Sections 4.1 of this TDP and the eligibility requirements for each component of such holder's Litigation Claims identified in the Trust Claim Form as set forth in Section 4.3 of this TDP. The Trustee shall allow submitted Litigation Claims that satisfy all eligibility criteria applicable to such Litigation Claim, *provided, however*, that, if the eligibility requirements of Section 4.1 of this TDP are otherwise met, the Trustee shall only allow those claim components identified on the Trust Claim Form that meet the eligibility requirements of the subsection of Section 4.3 applicable to such claim.

If a Litigation Claimant submits an incomplete or deficient claim, *e.g.*, the claimant failed to include required documentation or failed to sign the Trust Claim Form, the Trustee shall send a deficiency notice to such Litigation Claimant and the Trustee shall informally and reasonably work with that claimant in an effort to cure any such deficiencies. Litigation Claimants submitting incomplete or deficient claims shall have thirty (30) days to cure a deficiency, and any Litigation Claim that continues to be incomplete or deficient after that thirty (30)-day cure period shall be disallowed, *provided, however*, that, if the eligibility requirements of Section 4.1 of this TDP are otherwise met, the Trustee shall only disallow claim components identified on the Trust Claim Form that continue to be incomplete or deficient after the thirty (30)-day cure period.

If the holder of a disallowed Litigation Claim wishes to dispute the disallowance of such claim pursuant to Section 5.1 or this Section 5.2, such holder may file a motion in the

Bankruptcy Court seeking an order resolving that dispute (a "Dispute Resolution Motion") within fourteen 14 days of receiving a disallowance notice from the Trust. Any Dispute Resolution Motion should be served on the Trustee as required by Rule 9006-1 of the Local Rules for the United States Bankruptcy Court, District of Delaware. For the avoidance of any doubt, the sole remedies that may be sought by a Dispute Resolution Motion are (i) allowance of the asserted Litigation Claim, or, (ii) subject to adequate demonstration of a non-frivolous, cognizable, non-time-barred claim, authorization to file a lawsuit against the Litigation Settlement Trust in the United States District Court for the Eastern District of Louisiana or the Eastern District of Texas. Following the final allowance of the asserted Litigation Claim by the Bankruptcy Court, or by a court of competent jurisdiction, such Litigation Claim shall be subject to the applicable treatment provided in this TDP.

Once the Trustee has completed review and processing of the submitted Trust Claim Forms, the Trustee will maintain records with the name of every Litigation Claimant, the claim or claims for which he seeks compensation, the evidence submitted in support of the claim or claims, and which claim or claims was/were allowed or disallowed.

5.3 Nominal Claim Values. The Nominal Claim Values for each of the fourteen (14) claim components described in Sections 4.3(a) through (n) are as follows:

- **Trafficking:** The valuation of the Liquidated Claims for Trafficking track the average value apportioned to the TVPRA component of the judgment entered in the lawsuit styled *David v. Signal International, L.L.C.* No. 08-cv-01220 (E.D. La.), except that the claims for punitive damages are capped at fifteen percent (15%) of the amount of punitive damages in the judgment. The valuation of the Unliquidated Claims for Trafficking is seventy percent (70%) of the valuation of the Liquidated Claims for Trafficking. The valuation of Unliquidated Claims for Trafficking against non-Debtor Released Parties is one thousand dollars (\$1,000).
- **Breach of Contract:** The valuation of the Liquidated Claims for Breach of Contract track the average value apportioned to the Breach of Contract component of the judgment entered in the lawsuit styled *David v. Signal International, L.L.C.* No. 08-cv-01220 (E.D. La.), except that the claims for punitive damages are capped at fifteen percent (15%) of the amount of punitive damages in the judgment. The valuation of the Unliquidated Claims for Breach of Contract is seventy percent (70%) of the valuation of the Liquidated Claims for Breach of Contract.
- **Section 1981 Discrimination/Harassment:** The valuation of the Liquidated Claims for Section 1981 Discrimination/Harassment track the average value apportioned to the Section 1981 Discrimination/Harassment component of the judgment entered in the lawsuit styled *David v. Signal International, L.L.C.* No. 08-cv-01220 (E.D. La.), except that the claims for punitive damages are capped at fifteen percent (15%) of the amount of punitive damages in the judgment. The valuation of the Unliquidated Claims for Section 1981 Discrimination/Trafficking is seventy percent (70%) of the valuation of the Liquidated Claims for Section 1981 Discrimination/Harassment, *except that* Unliquidated Claims for Section 1981 are included in the Unliquidated EEOC Title VII Claims (Not Including Retaliation). As such, an Unliquidated Claim for Section 1981

Discrimination/Harassment will not be allowed for any Litigation Claimant eligible to recover Unliquidated EEOC Title VII Claims (Not Including Retaliation) unless the Litigation Claimant's Unliquidated EEOC Title VII Claims (Not Including Retaliation) is disallowed or such Litigation Claimant otherwise will not receive any recovery on account of its Unliquidated EEOC Title VII Claims (Not Including Retaliation) pursuant to this TDP.

- Section 1981 Retaliation: The valuation of the Liquidated Claims for Section 1981 Retaliation track the average value apportioned to the Breach of Contract component of the judgment entered in the lawsuit styled *David v. Signal International, L.L.C.* No. 08-cv-01220 (E.D. La.).
- Intentional Infliction of Emotional Distress (No Physical Injury): The valuation of the Liquidated Claims for IIED-No Physical Injury track the average value apportioned to the IIED component of the judgment entered in the lawsuit styled *David v. Signal International, L.L.C.* No. 08-cv-01220 (E.D. La.). Known claims for IIED-No Physical Injury are liquidated. There are no known unliquidated claims for IIED for which physical injuries were not suffered.
- Intentional Infliction of Emotional Distress (Physical Injury): All known claims for IIED-Physical Injury are unliquidated. There are no known liquidated claims for IIED for which physical injuries were suffered.
- False Imprisonment: The valuation of the Liquidated Claims for False Imprisonment track the average value apportioned to the False Imprisonment component of the judgment entered in the lawsuit styled *David v. Signal International, L.L.C.* No. 08-cv-01220 (E.D. La.). The valuation of the Unliquidated Claims for False Imprisonment is seventy percent (70%) of the valuation of the Liquidated Claims for False Imprisonment, except capped at \$150,000.
- Assault (Physical Injury): Known claims for Assault are unliquidated. There are no known Liquidated Claims for Assault for which physical injuries were suffered.
- Civil Rights Conspiracy: Known claims for Civil Rights Conspiracy are unliquidated. There are no known Liquidated Claims for Civil Rights Conspiracy for which physical injuries were suffered.
- Fair Labor Standards Act: Known FLSA claims are unliquidated. There are no known liquidated claims under the FLSA.
- EEOC Title VII Claims (Not Including Retaliation): Known Title VII claims are unliquidated. There are no known liquidated claims under the Title VII.
- EEOC Title VII Retaliation Claims: Known Title VII claims are unliquidated. There are no known liquidated claims under the Title VII.

- EEOC Intervenor's Title VII Claims (Not Including Retaliation): Known Title VII claims are unliquidated. There are no known liquidated claims under the Title VII.
- Attorneys' Fees and Costs: Known attorneys' fees and costs claims are unliquidated. There are no known liquidated claims of attorneys' fees and costs.

Each allowed Litigation Claim shall be valued based on the particular components of that claim, as identified in the Trust Claim Form and documentation evidencing eligibility for compensation mandated by Section 4.3 based on the claim(s) timely asserted by or on behalf of the individual claimant (i) in a court of law against one or more of the Debtors before the Petition Date, (ii) in a Proof of Claim in the Bankruptcy Case, or (iii) solely with respect to a Litigation Claim against a non-Debtor Released Party, in the Trust Claim Form. The Trustee then shall determine, based on the tables set forth below, the value associated with each asserted claim component. Such values will be the same for each claim component of an allowed Litigation Claim regardless of the number of Debtors that such claim component is asserted against and whether such claim component (or other claim components) is or may also be asserted against a non-Debtor Released Party; *provided that*, in the event a Litigation Claimant asserts a Trafficking claim against both a Debtor and a non-Debtor Released Party, those claims shall be considered duplicative and the Litigation Claimant shall only recover on the Trafficking claim asserted against the Debtor. The Trustee will sum the applicable values of all claim components to determine the "Nominal Claim Value" of that allowed Litigation Claim.

(a) Liquidated Litigation Claims.

Claim Component	Individual Nominal Claim Value*	Anticipated Maximum Number of Claimants
Trafficking	\$181,000	5
Section 1981 Discrimination/Harassment	\$179,120	5
Breach of Contract	\$575,000	5
Section 1981 Retaliation	\$600,000	1
IIED-No Physical Injury	\$600,000	1
False Imprisonment	\$600,000	1

(b) Unliquidated Litigation Claims.

Claim Component	Individual Nominal Claim Value*	Anticipated Maximum Number of Claimants
Trafficking	\$126,700 (against a Debtor)	344 (against a debtor)

* The values assigned are solely for purposes of the TDP and associated settlement and are without prejudice to the rights of any party in the event that the settlement is not consummated.

Claim Component	Individual Nominal Claim Value *	Anticipated Maximum Number of Claimants
	\$1,000 (against a non-Debtor Released Party)	0 (against a non-Debtor Released Party)
Breach of Contract	\$402,500	227
IIED-Physical Injury	\$800,000	1
False Imprisonment	\$150,000	4
Assault	\$800,000	1
Conspiracy to violate civil rights (42 U.S.C. § 1985)	\$800,000	1
Fair Labor Standards Act	\$13,000	382
EEOC Title VII Retaliation Claims	\$800,000	2
Section 1981 Discrimination/ Harassment OR Title VII Claims (not including retaliation)	\$117,500	473
EEOC Intervenor's Title VII claims (not including retaliation)	\$225,000	9
Non-profit attorneys' fees and costs - SPLC	\$500,000	12
Non-profit attorneys' fees and costs - EJC	\$27,000	21

5.4 Distributions to Holders of Allowed Litigation Claims.

(a) **Distributions Generally.** A Holder of an allowed Litigation Claim shall be entitled to receive his Pro Rata Trust Share (as defined below) of the Litigation Claim Payment Fund distributed by the Trustee. The "Pro Rata Trust Share" shall mean the proportion, expressed as a percentage, that the total of the Nominal Claim Values of all allowed Litigation Claim components held by a given Litigation Claimant bears to the aggregate of all Nominal Claim Values for all allowed Litigation Claims. All distributions made by the Trustee shall be made in accordance with, and shall be governed by, Article VIII of the Plan (including, without limitation, paragraph C. thereof relating to withholding of taxes).

(b) **Timing of Distributions.** The Trustee shall distribute payments to Holders of allowed Litigation Claims within fourteen (14) days after the review and allowance or disallowance of all timely-submitted Trust Claim Forms has been completed on a final basis; *provided, however,* that to the extent that the total value of the Litigation Settlement Trust Assets has not yet been received by the Trust such that the Litigation

Claim Payment Fund is not yet fully funded, *i.e.*, because certain of the underlying Litigation Settlement Trust Assets consist of amounts that may be paid incrementally over time, the Trust shall make an initial distribution based on the amount then-currently held in the Litigation Claim Payment Fund. The Trust, in consultation with the TAC, shall make additional distributions to Holders of allowed Litigation Claims as and when additional funds are received by the Litigation Settlement Trust in amounts sufficient to make a distribution practicable, until such time as the total value of Litigation Settlement Trust Assets has been received by the Trust and distributed on a *pro rata* basis to all holders of allowed Litigation Claims, excluding portions set aside for the Trustee's expenses as set forth in the Litigation Trust Agreement.

Section VI MISCELLANEOUS

6.1 Amendments. The Trustee, with notice to the Litigation Settlement TAC, may amend, modify, delete, or add to any provision of this TDP, *other than* Section 5.3, which may not be amended, modified, or deleted, other than as set forth in Section 6.2, below.

6.2 Severability. Should any provision in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP, *provided, however*, that to the extent that Section 5.3 is held to be unenforceable, then the Trustee, Litigation Settlement TAC, and representatives of holders of Litigation Claims, along with any holders of Litigation Claims that submitted Proofs of Claim in the Bankruptcy Cases but who are not represented by counsel, shall meet and confer and reach agreement on revisions to Section 5.3, as applicable, that would render that Section (or those Sections) enforceable.

6.3 Governing Law. Except for the purposes of determining the liquidated value of any Litigation Claim, administration of this TDP shall be governed by, and construed in accordance with, the laws of the State of Delaware.