

Motion. Dkt. No. 3017.

3. For purposes of this Order, the “Huntsman Escrow Account” shall mean the Escrow Account as defined by paragraph 11 of the Huntsman Settlement Agreement dated May 27, 2011, as modified by this Court’s Order of December 21, 2011 (Dkt. No. 2249). The “BASF Escrow Account” shall mean the Escrow Account as defined by paragraph 11 of the BASF Settlement Agreement dated September 21, 2011, as modified by this Court’s Order of January 11, 2012 (Dkt. No. 2291).

4. A total of \$3,600,000.00 shall be retained in the BASF Escrow Account and the Huntsman Escrow Account to pay any *supersedeas* bond premiums that may be awarded pursuant to Fed. R. App. P. 39(e)(3) after the conclusion of The Dow Chemical Company’s appeal. In the event some or all of these reserved funds are not needed to satisfy any such award, Class Plaintiffs may move for an appropriate Order to determine the disposition of such funds. Approximately thirty-nine percent (39%) of the reserved funds, or \$1,404,000.00, shall be retained in the Huntsman Escrow Account. Approximately sixty-one percent (61%) of the retained funds, or \$2,196,000.00, shall be retained in the BASF Escrow Account.

5. Co-Lead Counsel Fine, Kaplan and Black, R.P.C. and Cohen Milstein Sellers & Toll PLLC (“Co-Lead Counsel”) are awarded litigation costs and expenses incurred during the period July 1, 2011 through May 31, 2013 in the amount of \$3,081,726.22. Approximately thirty-nine percent (39%) of this award, or \$1,201,873.23, shall be paid from the funds held in the Huntsman Escrow Account. Approximately sixty-one percent (61%) of this award, or \$1,879,852.99, shall be paid from the funds held in the BASF Escrow Account.

6. The Court retains jurisdiction over matters that are the subject of this Order until after full disbursement of the Escrow Accounts, and/or as necessary to effectuate the terms of this Order.

IT IS SO ORDERED this 1st day of October, 2013.

s John W. Lungstrum
Hon. John W. Lungstrum
United States District Judge