

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SIGNAL INTERNATIONAL, INC., et al.¹

Debtors.

Chapter 11

Case No. 15-11498 (MFW)

Jointly Administered

Ref. Docket Nos. 386, 447, and 476

**NOTICE OF FILING OF THIRD SUPPLEMENT TO THE DEBTORS' FIRST
AMENDED JOINT PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE, DATED OCTOBER 8, 2015**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) submit this third plan supplement (the “Third Plan Supplement”)² in support of, and in accordance with, the *Debtors’ First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, dated October 8, 2015 [Docket No. 386] (as may be amended, supplemented, or modified from time to time, the “Plan”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan. The documents contained in this Third Plan Supplement are integral to, part of, and incorporated by reference into the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is confirmed by the Bankruptcy Court, the documents contained in this Third Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Signal International, Inc. (4248); Signal Ship Repair, LLC (2642); Signal International, LLC (5074); Signal International Texas GP, LLC (3050); and Signal International Texas, L.P. (5066). The Debtors’ principal offices are located at RSA Battle House Tower, 11 North Water Street, Mobile, Alabama 36602.

² On November 2, 2015, the Debtors filed the *First Supplement to the Debtors’ First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code, Dated October 8, 2015* [Docket No. 447] (the “First Plan Supplement”). On November 10, 2015, the Debtors filed the *Second Supplement to the Debtors’ First Amended Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code, Dated October 8, 2015* [Docket No. 476].



Contents

This Third Plan Supplement contains the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan as set forth below:

Exhibit	Third Plan Supplement Document
1	Identity of Signal Liquidating Trustee
2	Blackline of Signal Litigation Settlement Trust Distribution Procedures ³

Certain documents, or portions thereof, contained in this Third Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. Subject to the express provision of the Plan, the Debtors reserve all rights to amend, revise, or supplement the Third Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

Dated: November 24, 2015
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Travis G. Buchanan

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³ The blackline reflects the changes from the version of the Signal Litigation Settlement Trust Distribution Procedures that was filed as Exhibit 2 to the First Plan Supplement.

Exhibit 1

Identity of Signal Liquidating Trustee

The Signal Liquidating Trustee will be GGG Partners, LLC. The terms of employment and compensation of the Signal Liquidating Trustee are set forth in the Signal Liquidating Trust Agreement.

Exhibit 2

Blackline of Signal Litigation Settlement Trust Distribution Procedures

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.^{1*} 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.

^{1*} 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. ~~a copy of~~ an H-2B visa for employment at Signal stamped with a July 31, 2007 expiration date;
2. ~~a copy of~~ 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 copy of~~ 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. ~~a copy of~~ 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 copy of~~ a Signal identification badge identifying the Litigation Claimant as an employee with a badge number beginning in "5" or "6"; or
6. ~~a copy of~~ 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, ~~or (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 FormForms](#), 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 [\(iii\)](#) such documentation as required to evidence the existence of each claim component asserted on such Litigation Claimant’s Trust Claim [FormForms](#), 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 claimant paid fees to Signal or its Agents^{2§} for the opportunity to work at Signal

[†] [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.](#)

^{2§} 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.

(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); ~~and~~ (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 ~~claims~~ 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).
- (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 ~~on behalf~~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. ~~Within thirty (30) days after the Effective Date, the Trustee shall send Litigation Claims Materials, consisting of (a~~

(a) **Distribution and Filing of Litigation Claims.** The General Litigation Claims Packet will consist of (i) instructional materials, (b) a Trust Claim Form in the form attached as Exhibit A hereto, and (c) a copy of this TDP, to all holders of Litigation Claims who filed a Proof of Claim in the Bankruptcy Case, at the addresses designated on the Proof of Claim form. ~~Such holders of Litigation Claims shall be required to return the Trust Claim Form within sixty (60) days after receipt, along with documentation evidencing eligibility as set forth in Sections 4.1 and 4.3, above. If a Litigation Claimant fails to return a Trust Claim Form so that it is received by the Trustee within such sixty (60) day period, the Litigation Claim asserted by such Litigation Claimant shall be disallowed for all purposes hereunder.~~ (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 Forms Form(s)”) as and when they are received by the ~~Trust~~ 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 ~~Trust~~ 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 ~~twenty-one~~ thirty (30) days to cure a deficiency, and any Litigation Claim that continues to be incomplete or deficient after that ~~twenty-one (21)~~ 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 ~~twenty-one (21)~~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 ~~remedy~~remedies that may be sought by a Dispute Resolution Motion ~~is~~are (i) allowance of the asserted Litigation Claim, ~~which~~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, ~~or~~ (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) ~~(a)~~ Liquidated Litigation Claims.

Claim Component	Individual Nominal Claim Value ^{3**}	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
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³ ~~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.~~

** 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
Trafficking	\$126,700 <u>(against a Debtor)</u> \$1,000 <u>(against a non-Debtor Released Party)</u>	344 <u>(against a debtor)</u> 0 <u>(against a non-Debtor Released Party)</u>
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.

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