

Benjamin W. Loudon, Woll Family Trust, Loudon Family Trust, Loudon Riverside Farms, a general partnership, Michael O. Speckert, Steven Speckert, Susie Speckert, and the Hector R. Speckert Trust (collectively, with the Original Named Plaintiffs, the “Named Plaintiffs”), on behalf of the certified Class the Named Plaintiffs represent.

DEFINITIONS

“**Administrative Costs**” means all administrative fees, costs and expenses associated with the Settlement. Administrative Costs shall be paid from the Settlement Account.

Administrative Costs shall include but not be limited to the following:

- a. expenses associated with the preparation and filing of any tax reports and tax returns required to be filed by or on behalf of the Settlement Account;
- b. payment of any taxes owed by the Settlement Account;
- c. fees charged and expenses incurred by the financial institution associated with establishing, maintaining and administering the Settlement Account;
- d. costs associated with the mailing and publication of the Supplemental Class Notice; and
- e. fees and expenses associated with the services of the Settlement Administrator and the Special Master.

“**Claim Form**” means Proof of Claim and Release provided to Class Members which Class Members must submit in order to receive proceeds from the Settlement Fund.

“**Class**” means the Named Plaintiffs and the class the Named Plaintiffs represent, certified by the Court via Order dated July 23, 2014. The definition of the class certified by the Court is:

All persons and entities (other than the United States, the defendants, and the Confederated Salish and Kootenai Tribes of the Flathead Reservation, Montana) that

have, since November 9, 1991 to December 1, 2006, owned real property either: i) with frontage on the shoreline of Flathead Lake in Flathead County or Lake County, Montana or ii) which contains a bank of the Flathead River located in Flathead County, Montana, south of the point at which Lower Valley Road (east of U.S. Highway 93) intersects with the Flathead River, or both.

“Class Counsel” means the following lawyers: Michael M. Mulder (The Law Offices of Michael M. Mulder), Calvin T. Christian (Christian Samson & Jones, PLLC), Jory Ruggiero (Western Justice Associates, PLLC), and Jamie S. Franklin (The Franklin Law Firm LLC).

“Class Member” means an individual member of the Class.

“Court” means the Montana 11th Judicial District Court, Flathead County, before which the Mattson Case is proceeding.

“Defense Counsel” means counsel representing PPLM.

“Final” means, with respect to any judicial ruling or order, an order that is final for purposes of Rule 4 of the Montana Rules of Appellate Procedure, and that the period for any direct or indirect Review Proceeding has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and final disposition of any such Review Proceeding without a reversal or any material modification, including the exhaustion of proceedings in any remand and/or subsequent appeal on remand.

“Fairness Hearing” means the hearing during which the Court will consider whether to give Final approval to this Amended Stipulation of Settlement.

“Mattson Case” means the above-captioned matter.

“Objection” means the written communication that a Class Member mails to the Court pursuant to the procedures set forth in the Supplemental Class Notice timely informing the Court that the Class Member intends to object to this Settlement and/or to appear at the Fairness Hearing.

“Party” or “Parties” means the Person who has entered into this Stipulation of Settlement, including the Named Plaintiffs on behalf of the Class, by and through Class Counsel, and PPLM.

“Person” means a natural person, individual, business, corporation, association, limited liability company, partnership, limited partnership, joint venture, affiliate, and any other type of legal entity, and their respective spouses, heirs, predecessors, successors, executors, personal representatives, administrators, representatives, or assigns.

“Preliminary Approval” means the Court’s order approving the Plaintiffs’ Motion for Preliminary Approval including certification of Supplemental Class Notice to the Class in the form stipulated to by the Parties, and the setting of a hearing date for a Fairness Hearing on the Stipulation of Settlement.

“Review Proceeding” means any direct or indirect appeal or request for reconsideration through motion or otherwise.

“Settlement” means the resolution and compromise described in this Stipulation of Settlement.

“Settlement Account” means an interest-bearing qualified settlement fund within the meaning of Treas. Reg. § 1.468B-1 created as a result of the Settlement, and which shall be distributed upon Court approval and Final judgment of the Mattson Case.

“Settlement Administrator” means the entity earlier appointed by the Court (Dkt. 439) to perform the settlement administration duties described in this and an earlier Stipulation of Settlement and shall be the **“Escrow Agent”** for purposes of the Settlement Account under § 468B of the Internal Revenue Code of 1986.

“**Settlement Amount**” means the payment described in paragraph 16 of this Stipulation of Settlement.

“**Settlement Approval Motion**” means the motion Class Counsel will file requesting that the Court enter a Settlement Approval Order.

“**Settlement Approval Order**” means the Court’s entry of the Final judgment approving the Settlement.

“**Settlement Fund**” means the Settlement Amount, and any interest the Settlement Amount accrues.

“**Special Master**” means the entity appointed by the Court to oversee distribution of the Settlement Fund to the Class Members as described in this Stipulation of Settlement.

“**Plaintiffs’ Motion for Preliminary Approval**” means the filing in which the Named Plaintiffs request that the Court grant Preliminary Approval by ordering Supplemental Class Notice to the Class.

“**Supplemental Class Notice**” means supplemental notice of the proposed Settlement, sent to the members of the Class who did not opt out, as required by all applicable rules of civil procedure and due process requirements.

PROCEDURAL BACKGROUND

The Original Named Plaintiffs filed the Mattson Case on November 8, 1999, alleging that Montana Power Company (“MPC”) owned, operated and managed Kerr Dam, a hydroelectric dam located on Flathead Lake in Flathead and Lake Counties, Montana, in a manner that altered the natural water level of the lake and resulted in continuing erosion, property damage, and loss of shoreline on lakefront and riverfront properties owned by members of the Class. In December 1999, MPC transferred Kerr Dam to PPLM pursuant to a sale transaction. The

Original Named Plaintiffs then added PPLM as a defendant in the Mattson Case, asserting that PPLM was a successor to MPC. PPLM denied any liability in the Mattson Case.

The Mattson Case has been litigated for over fifteen years, and has been to the Montana Supreme Court on four previous appeals. Following years of discovery and motion practice, the Mattson Case was set for trial on October 11, 2016.

TERMS OF THE SETTLEMENT AND GENERAL RELEASE

1. Based on an analysis of the facts and law, and taking into account the burden and expense of litigation, as well as the fair, cost-effective and assured method of resolving the claims of the Class against PPLM, Class Counsel has concluded that this Amended Stipulation of Settlement provides benefits to the Class, and is fair, adequate, reasonable and in the best interests of the members of the Class.

2. The Parties and Class Counsel agree to recommend approval of this Amended Stipulation of Settlement to the Court, and to support approval of this Settlement as fair, adequate, and reasonable. The Parties further agree to undertake their best efforts and to provide reasonable assistance to one another to obtain necessary approvals to implement this Amended Stipulation of Settlement as contained herein and to oppose any appeals from or challenges to the Settlement Approval Order.

3. Within five (5) business days after the Amended Stipulation of Settlement is executed by all Parties, the Named Plaintiffs shall file a Motion for Preliminary Approval with the Court, in which the Plaintiffs: (a) request Preliminary Approval of the Amended Stipulation of Settlement, (b) request that the Court approve the Supplemental Class Notice to the Class in the form stipulated by the Parties, and (c) set a hearing date for a Fairness Hearing on the Amended Stipulation of Settlement, which date shall be included in the Supplemental Class

Notice. The hearing date shall be no less than seventy (70) days after mailing of the Supplemental Class Notice. PPLM shall file a motion supporting Plaintiffs' Motion for Preliminary Approval.

4. If the Court does not grant the Motion for Preliminary Approval and order the Supplemental Class Notice be issued or set a Fairness Hearing, then this Amended Stipulation of Settlement shall be void and unenforceable.

5. If the Court grants the Motion for Preliminary Approval, Class Counsel shall mail the Supplemental Class Notice to the Class Members by First Class Mail within ten (10) business days of Court approval. Class Counsel will also promptly arrange for notice by publication of the Settlement under the same program as was done with the Class Notice.

6. The Supplemental Class Notice shall state that any Class Member who wishes to object to this Settlement, or otherwise be heard concerning this Amended Stipulation of Settlement, shall timely mail his or her Objection to the Court, Class Counsel, and Defense Counsel—all by first class mail. To be considered timely, the Objection must bear a postmark to the Court that is no later than ten (10) calendar days prior to the Fairness Hearing. The Objection must set forth any and all objections to this Settlement and include any supporting papers and arguments including, where appropriate, legal citations.

7. After Supplemental Class Notice is given, the Class, acting by and through Class Counsel, shall file a Settlement Approval Motion, wherein the Class and PPLM jointly move for the Court's entry of the Settlement Approval Order.

8. The Parties to the Amended Stipulation of Settlement shall timely file a joint memorandum in support of approval of the Settlement prior to the Fairness Hearing.

9. At the Fairness Hearing, the Named Plaintiffs and PPLM shall request that the Court rule on any Objections to the Amended Stipulation of Settlement and find that the Settlement is fair, reasonable and adequate, and enter the Settlement Approval Order.

10. The Settlement provided for in this Amended Stipulation of Settlement is expressly conditioned upon the entry of the Settlement Approval Order becoming Final.

11. In the event that the Court does not enter the Settlement Approval Order, or that the Settlement Approval Order does not become Final, then this Settlement is void and unenforceable. In the event that the Court denies approval of any material term of the Settlement, the Settlement is void and unenforceable.

12. The Parties agree that, if the Court does not enter the Settlement Approval Order, if the Settlement Approval Order does not become Final, or if the Settlement is deemed void and unenforceable, then (a) the Amended Stipulation of Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties, and (b) the Parties shall jointly move the Court to vacate all orders issued pursuant to the Amended Stipulation of the Settlement.

13. Upon the Settlement Approval Order becoming Final, the Named Plaintiffs on behalf of the Class will dismiss with prejudice the Mattson Case, subject to retention of jurisdiction for purposes of overseeing settlement distribution.

14. At the request of the Named Plaintiffs in an earlier Settlement the Court has appointed a Settlement Administrator, Simpluris, Inc. (Dkt. 439) Class Counsel in conjunction with the Settlement Administrator has established a qualified Settlement Account.

15. Within ten (10) calendar days of the Settlement Approval Order becoming Final, Class Counsel shall provide instructions to PPLM that contain sufficient detail to enable PPLM

to send to the Settlement Administrator via overnight delivery, within thirty (30) calendar days of the Settlement Approval Order becoming Final, a wire transfer or check in the amount of \$2,250,000.00 (two million, two hundred and fifty thousand United States dollars) (the "Settlement Amount") to deposit into the Settlement Account.

16. The Settlement Administrator who shall act as Escrow Agent shall, at the written direction of Class Counsel, invest the Settlement Account in short-term United States Agency or Treasury Securities or other instruments backed by the full faith and credit of the United States Government or an agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Account shall be borne by the Settlement Account.

17. The Escrow Agent shall not distribute the Settlement Account or any portion thereof except as provided in this Amended Stipulation of Settlement, in an order of the Court. Subject to the orders of the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Amended Stipulation of Settlement.

18. The Settlement Amount shall constitute a non-recourse settlement amount, and shall be the full and sole monetary contribution and consideration by PPLM in connection with the actions and the Settlement effectuated through this Amended Stipulation of Settlement. Each Party shall bear his/her/its own costs and expenses (including attorneys' fees) in connection with the Mattson Case, including, but not limited to, effectuating the Settlement and securing all necessary Final Court orders and approvals with respect to same.

19. Any interest earned by the Settlement Account shall be for the benefit of the Class and shall be structured and managed with the intention to qualify as a qualified settlement fund

under Section 468B of the Internal Revenue Code and Treasury regulations promulgated thereunder, and shall contain customary provisions for such funds, including obligations of the Settlement Account to make any tax filings and to provide reports to the Parties concerning any taxes. The Parties shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the Settlement Administrator will pay any federal, state, and local taxes that may apply to the income of the Settlement Account. The Settlement Administrator shall arrange for the preparation and filing of any tax reports and tax returns required to be filed by the Settlement Account and for the payment from the Settlement Account of any taxes owed, and shall be authorized to retain a certified public accounting firm for those purposes. All taxes on the income of the Settlement Account and tax-related expenses incurred in connection with the taxation of the Settlement Account shall be paid out of the Settlement Account, shall be considered Administrative Costs of the Settlement, and shall be timely paid without further order of the Court. The Parties agree that PPLM shall not have any liability related to the structure or taxability of the Settlement Account.

20. At least fifty (50) calendar days before the date of the Fairness Hearing, the Named Plaintiffs will apply to the Court for (a) up to 33% of the Settlement Account as a common fund attorneys' fee award to Class Counsel, and (b) an award of Class Counsel's reasonable costs to be paid from the Settlement Account ("the Fee Petition").

21. Any attorneys' fees and costs as authorized by the Court to Class Counsel in connection with the Fee Petition shall be paid from the Settlement Amount on the date that is seven (7) calendar days following the funding of the Settlement Fund. PPLM will take no position on the Fee Petition, with the understanding that the matter is left to the sound discretion of the Court.

22. All Administrative Costs shall be charged to the Settlement Account.

23. PPLM shall have no liability or responsibility for any Administrative Costs.

24. The Settlement Fund will be invested for the benefit of the Class in an interest bearing account or United States Treasury Bills, minus any approved Attorneys' Fees and Costs and any Administrative Costs. If the Court approves the Settlement, the Settlement Approval Order will provide that, once the net Settlement Amount is invested, it be held for the benefit of the Class until the allocation and distribution of the Settlement of the Fund to the Class. The Court will conduct further proceedings with respect to the question of allocation and distribution of the Settlement Fund to the Class. PPLM shall not take any position with respect to the proposed plan of allocation.

25. As soon as practicable, but no later than at the Fairness Hearing, Class Counsel shall nominate one or more persons to be considered for appointment by the Court as a Special Master. All fees and costs of the Special Master shall be paid out of the Settlement Fund subject to Court approval.

26. Subject to Court approval the Special Master shall be empowered to take all appropriate steps to oversee the claims process and distribution of the Settlement Fund to the Class, after payment of Class Counsel's fees and costs. Such steps shall include, without limitation, reviewing Claim Forms, recommending to the Court the disposition of such claims, and overseeing the distribution to claimants of their awards from the Settlement Fund to be paid by the Settlement Administrator.

27. The Class Members will be provided a Claim Form with the Supplemental Class Notice. The Claim Form shall contain a description of the plan of distribution including the

claims procedure, and a procedure for any Class Members to object to the Court to the proposed plan.

28. Each Class Member wishing to receive proceeds from the Settlement Fund must submit a timely Claim Form, which, *inter alia*, releases the PPLM Released Parties and MPC, is signed under oath, and is supported by proof as set out in the Claim Form.

29. All the claims (evidenced by a Claim Form submitted by a Class Member to the Special Master) will be due to be postmarked to the Special Master within sixty days after the Fairness Hearing. Late claims will not be accepted and will be automatically denied.

30. Any Class Member who does not submit a Claim Form by the deadline set forth in the Claim Form will not be entitled to receive any of the proceeds from the Settlement Fund, but will otherwise be bound by the terms of the Settlement Agreement, including the terms of the Final Judgment and Orders of Dismissal to be entered in the Mattson Case and the releases provided for therein, and will be enjoined upon final approval of the Settlement Agreement from bringing any action against MPC or PPLM Released Parties.

31. Once the Special Master has received all the claims he or she will decide which claims to approve and which to deny. For each claim approved, the Special Master will set the value of the claim on the basis of the claim, supporting documents and the Special Master's investigation and experience. The Special Master will also pro rate the value of all claims against each other as may be necessary if the Settlement Fund is less than the total value of the claims. To make this calculation the Special Master will determine the total value of the claims awarded. Next the Special Master will divide each claimant's Settlement Award by the total amount awarded to all claimants, and multiply that fraction by the amount of funds in the Settlement Fund (reduced by a holdback amount to cover any remaining Administrative Costs).

The Special Master's determinations of the claims and any proration shall be subject to Court review. The Special Master will file a report with the Court in support of its Motion for Distribution Order.

32. Each claimant shall be mailed the Special Master's determination of their claim with an explanation of the reasons for the determination and award, if any.

33. Claim Forms that do not provide adequate substantiation of damages may be rejected. In the discretion of the Special Master, a claimant may cure a deficiency by promptly providing additional information requested by the Special Master.

34. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must, within twenty days (20) days after the date of mailing of the Special Master's Claims determination, mail a notice of appeal to the Court and Special Master with a statement of reasons, indicating the Claimant's grounds for contesting the rejection, or lower valuation than sought, along with any supporting documentation. The Special Master shall have 20 days to attempt to resolve the dispute, including the time for acceptance by Claimant of the resolution.

35. The Special Master shall file a Motion for a Distribution Order to the Claimants with the Court. The Motion for Distribution Order will be filed only after all timely Claim Forms have been processed and reviewed by the Special Master, all claimants have been served with a Notice of the Special Master's Decision, and all claimants whose claim forms have been rejected or disallowed, in whole or in part, have had an opportunity to respond to cure any deficiencies or appeal the rejection to the Special Master. In the Motion for Distribution Order the Special Master shall identify any dispute that has not been resolved within the 20 day period for resolving such disputes. Those unresolved disputes will be presented to the Court for

resolution in the Motion for Distribution Order. An objecting claimant shall have 21 days to respond from the date of filing of the Special Master's Motion for Distribution Order. The Special Master shall have 10 days to reply to any response.

36. Only upon the Court's Distribution Order authorizing distribution, following resolution by the Court of any remaining objections to the Special Master's determinations, shall distribution of Settlement Awards occur through the Settlement Administrator. The Court's decision with respect to any such objections shall be final.

37. Regardless of whether a claim form is submitted, subject to and in consideration of the terms, conditions and undertakings stated in this Amended Stipulation of Settlement, the terms and sufficiency of which are hereby agreed to and acknowledged by the Named Plaintiffs on behalf of the Class, and upon the Settlement Approval Order becoming Final, the Named Plaintiffs on behalf of the Class, and each of them individually, hereby release and forever discharge PPLM and PPLM's current and former predecessors and successors, members, managers, parents, affiliates, officers, directors, owners, shareholders, employees, subsidiaries, divisions, related corporations or entities, agents, attorneys, insurers, reinsurers, retrocessionaires, and claims administrators (collectively the "PPLM Released Parties"), of and from any and all claims, duties, causes of action, demands, obligations, liabilities, rights, damages, costs, or expenses of any kind, including but not limited to any claim or cause of action for insurance coverage, breach of contract, bad faith, trespass, negligence, inverse condemnation, nuisance, strict liability, gross negligence, intention or willful torts, unfair claims-handling practices under statute or common law, extra-contractual damages and/or punitive damages that the members of the Class, and each of them individually, has and/or could have against the PPLM Released Parties, whether presently known or unknown, suspected or unsuspected, that are based

on or arising from the facts and circumstances alleged or which could have been alleged in the Mattson Case and its appeals (the “PPLM Released Claims”).

38. The members of the Class, and each of them individually, shall not commence, prosecute or cause to be commenced or prosecuted against, with regard to the asserted conduct of any PPLM Released Parties, any action or other proceeding related in any way to any PPLM Released Claims. No member of the Class has assigned, sold, or otherwise transferred any PPLM Released Claims of any kind.

39. The Named Plaintiffs on behalf of the Class acknowledge that they assume all risk that the facts or law may be other than they believe, whether through ignorance, oversight, error, negligence or otherwise and which, if known, would materially affect their decision to enter into this Amended Stipulation of Settlement.

40. This Amended Stipulation of Settlement and the recitals herein, and the consideration provided hereunder, constitute a compromise of disputed claims and are not intended as admissions or admissions against interest by PPLM or the members of the Class, and nothing set forth herein constitutes an admission against interest (whether related to liability or non-liability or any other matter in dispute). PPLM expressly denies and disputes any liability in connection with the Mattson Case and its appeals. Neither the facts nor the terms of this Amended Stipulation of Settlement (whether or not consummated) shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding (including any Review Proceedings) arising under this Amended Stipulation of Settlement, the Motion for Preliminary Approval, and/or the Settlement Approval Order. This Amended Stipulation of Settlement pertains only to a settlement with PPLM.

41. This Amended Stipulation of Settlement shall inure to the benefit of and be

binding upon PPLM and the members of the Class, collectively and individually, and their respective predecessors, partners, officers, directors, shareholders, members, managers, employees, principals, agents and representatives, heirs, successors, assigns, subsidiaries, affiliates and other related entities.

42. This Amended Stipulation of Settlement is the entire and total agreement among PPLM and the Class, and it replaces any prior negotiations or agreements between PPLM and the Named Plaintiffs on behalf of the Class, whether written or oral. PPLM and the Named Plaintiffs on behalf of the Class acknowledge that they were represented by counsel throughout all negotiations preceding the execution of this document and that this document has been executed with the consent of and upon the advice of counsel. PPLM and the Named Plaintiffs on behalf of the Class have jointly participated in drafting this Amended Stipulation of Settlement and any ambiguities shall not be construed against either PPLM or the Class based upon its drafting of the Stipulation of Settlement.

43. The rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Montana.

44. If any legal action is initiated to enforce the terms of this Amended Stipulation of Settlement, or arising from the terms of the Amended Stipulation of Settlement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees, litigation costs and expenses from the non-prevailing party or parties in that legal action, including, but not limited to, expert witness fees.

45. This Amended Stipulation of Settlement may be executed by exchange of facsimile or electronically transmitted (.pdf) executed signature pages, and any signature transmitted by facsimile or .pdf for the purpose of executing this Amended Stipulation of

Settlement shall be deemed an original signature. This Amended Stipulation of Settlement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

46. The Court shall have jurisdiction to interpret and enforce this Amended Stipulation of Settlement and shall retain exclusive jurisdiction with respect to all matters arising from or related to it as such matters relate to the Mattson Case, and any rights or remedies related thereto. Upon Final approval of the Settlement, the Court shall retain jurisdiction to enforce the terms of the Settlement and decide any disputes over the Settlement until the later of either (i) full and Final distribution of the Settlement Fund to the Class; or (ii) entry of the Final judgment in the Mattson Case.

47. In the event that the Court or the Montana Supreme Court or any appellate court in a Review Proceeding issues a Final determination that any portion of this Amended Stipulation of Settlement is not enforceable, the Parties may (but shall not be required to) jointly agree in writing to modify the Amended Stipulation of Settlement to conform with such determination. With the sole exception set forth in the preceding sentence, the provisions of this Amended Stipulation of Settlement are not severable.

48. Any notice, document or other communication to be given under the Amended Stipulation of Settlement (other than the Supplemental Class Notice) shall be in writing and delivered to the following recipients via U.S. Mail and email (if possible):

To the Class:

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One of the Attorneys for the Class

To PPLM:

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One of the Attorneys for PPLM

Whereas, PPLM and the Class have executed this Amended Stipulation of Settlement and General Release between PPLM and the Class as of November 10, 2016.

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One of Class Counsel on Behalf of the Class

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