

EXHIBIT B

Exhibit _____

Oakhill Settlement Plan of Allocation

All capitalized terms herein shall have the same meaning as those set forth in the Settlement Agreement among the Settling Oakhill Parties in this Action.

This is a claims-made Settlement as to the Class Benefit Fund. Only Entitled Damages Class Members (those Damages Class Members who have not filed a timely and valid Request for Exclusion from the Damages Class, but who have filed a timely and valid Claim Form), will receive a portion of the Class Benefit Fund. If a Damages Class Member files a timely and valid Request for Exclusion, as noted on the Opt-Out List to be provided by the Settlement Administrator to the Court prior to the Fairness Hearing, then that individual is not an Entitled Damages Class Member and will not receive any portion of the Class Benefit Fund. The Settling Oakhill Parties have agreed that the Settlement Administrator has sole, final, and binding authority to determine whether a Claim Form is timely and valid.

The Settlement Administrator will pay only one Claim Form for each Entitled Damages Class Member. If more than one Claim Form is filed for one Entitled Damages Class Member, then the Settlement Administrator has sole, final, and binding authority to determine which Claim Form is valid and which Claim Form is not, and has the authority to request further documentation as proof of validity.

If a Class Member is a Child Under the Age of 18.

If the Class Member is a child under the age of 18, then a separate Claim Form must be filed on that child's behalf by the child's parent or legal guardian, with all requested information provided. A separate Claim Form must be filed for each child even if the parent or legal guardian is also a Class Member and is also filing a Claim Form for himself or herself.

If a Class Member is Deceased.

If a claimant is filing a Claim Form on behalf of a deceased Class Member, then the claimant also shall provide the Class Member's death certificate and proof of the claimant's relation to the Class Member, or documents from a court proving that the claimant is the court-appointed representative of the Class Member's estate.

Class Benefit Fund Payment Amount

The Class Benefit Fund shall be distributed by the Settlement Administrator to Entitled Damages Class Members as follows. The "Class Period" is between September 25, 2012 and _____, 2021:

Based on information provided on Claim Forms and other documentation, Entitled Damages Class Members filing Claim Forms will be divided into the following categories:

Class A. If the Entitled Damages Class Member has been or was a resident of Oakhill during the Class Period for less than twelve (12) months, then that Entitled Damages Class Member receives **1 point**.

Class B. If the Entitled Damages Class Member has been or was a resident of Oakhill during the Class Period for more than twelve (12) months but fewer than forty-eight (48) months, then that Entitled Damages Class Member receives **2 points**.

Class C. If the Entitled Damages Class Member has been or was a resident of Oakhill during the Class Period for more than forty-eight (48) months, then that Entitled Damages Class Member receives **3 points**.

The Settlement Administrator will multiply the total number of Entitled Damages Class Members in each category by its available number of points and add together the result from each category ("Total Points"). For example, if the Settlement Administrator receives 100 timely and valid Claim Forms, with 20 in Class A, 60 in Class B, and 20 in Class C, then the Total Points equals: 20 (20 Class A Claim Forms x 1 point), plus 120 (60 Class B Claim Forms x 2 points), plus 60 (20 Class C Claim Forms x 3 points), equaling 200 Total Points.

The Settlement Administrator will then divide the Class Benefit Fund by the Total Points. In the example above, if the Class Benefit Fund is \$440,000, then the "Pro Rata Amount" will be \$440,000 divided by 200 = \$2,200.

Each Entitled Damages Class Member's amount will then be the "Pro Rata Amount" times the number of points assigned to his or her Claim Form (the "Class Benefit Fund Payment"). In the example provided above, if the Entitled Class Member is Class A, then his or her Class Benefit Fund Payment would be: 1 point x \$2,200 = \$2,200. If the Entitled Damages Class Member is Class B, then his or her Class Benefit Fund Payment Amount would be 2 points x \$2,200 = \$4,400. If the Entitled Damages Class Member is Class C, then his or her Class Benefit Fund Payment Amount would be 3 points x \$2,200 = \$6,600.

This example is purely an example. The Class Benefit Fund amount will depend on how much the Settlement Fund is reduced by Settlement Costs. The Pro Rata Amount will vary based on the number of timely and valid Claim Forms filed and how many will be filed from each Class. The Class Benefit Fund Payment will vary based on what the Class Benefit Fund is and what the Pro Rata Amount will be.

Requirements for a Valid Claim Form.

A Claim Form is not valid unless it provides all of the information requested on the Claim Form, including all signatures and information required in the Class Member/Claimant Declaration. A Claim Form also is not valid if the Class Member and/or claimant does not provide sufficient additional documentation to the Settlement Administrator postmarked within ten (10) days after the Settlement Administrator's request for such additional documentation. The Settlement Administrator has sole, final, and binding authority to determine whether a Claim Form is valid. If a Class Member's Claim Form is denied, then the Class Member will remain a

Settlement Class Member and will be bound by the Settlement Agreement and its Release, and the Final Order and Judgment.

Proof of Residency and Additional Eligibility Proof

If the Class Member identified on the Claim Form is also identified on the Oakhill Known Residents List or the Oakhill Known Former Residents E-Mail List, then no further proof of residency will be required, unless the Claim Form's stated length of residency varies from the length of residency demonstrated on the Oakhill Known Residents List. If the Claim Form's stated length of residency so varies, then the Settlement Administrator may request proof of residency from the Class Member. The Settlement Administrator has sole, final, and binding authority to determine the Class Member's appropriate payment class.

If the Class Member identified on the Claim Form is not identified on the Oakhill Known Residents List or the Oakhill Known Former Residents E-Mail List, then the Settlement Administrator shall require proof of residency.

If proof of residency is needed, the Settlement Administrator shall notify such Class Member that he or she must submit sufficient proof of residency to the Settlement Administrator, postmarked within ten (10) days of the request. Examples of sufficient proof of residency are:

- an Oakhill lease agreement in the Entitled Damages Class Member's name showing the length of residency;
- two utility bills for the Oakhill Homesite (for example, electric, gas, water) in the Entitled Damages Class Member's name showing the length of residency;
- if the Class Member is a child over the age of 6 and under the age of 18, school records listing the Oakhill address as the address for the child and demonstrating the length of residency; or
- if the Class Member is an infant or toddler under the age of 6, a sworn declaration from the child's parent or legal guardian stating: (1) that such child was an Oakhill resident; (2) the dates of the child's residency at Oakhill; and (3) the adult Oakhill residents with whom the child lived; and a copy of the child's birth certificate or other legal document demonstrating that the claimant filing the Claim Form on the child's behalf is the child's parent or legal guardian.

The Settlement Administrator has sole, final, and binding authority to determine whether a Class Member has presented sufficient proof of residency and/or sufficient documentation to make a claim valid. If the Settlement Administrator determines that the Class Member does not present sufficient proof of residency or additional documentation required for a claim to be valid, the Claim Form will be denied, but the Class Member will remain a Settlement Class Member and will be bound by the Settlement Agreement and its Release, and the Final Order and Judgment.