

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CINDY ROSS and CHERYL HURT
on behalf of themselves
and all others similarly
situated,

CIVIL DIVISION

Case No.: **G.D. 17-008663**

Plaintiffs

vs.

USX COMPANY, f/k/a and d/b/a
U.S. STEEL CORPORATION

Defendant

Type of Pleading:
**PLAINTIFF'S UNOPPOSED MOTION
FOR ORDER CONDITIONALLY
CERTIFYING CASE AS A CLASS
ACTION FOR SETTLEMENT
PURPOSES, APPOINTING CLASS
COUNSEL, APPOINTING CLASS
REPRESENTATIVES, APPROVING
MANNER AND CONTENT OF NOTICE
AND PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Filed on behalf of:
CINDY ROSS and CHERYL HURT
on behalf of themselves
and all others similarly
situated

Plaintiff

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TABLE OF CONTENTS

1. Unopposed Motion..... 1-20

2. “Exhibit 1” to Unopposed Motion
titled Settlement Agreement.....21-41

3. “Exhibit A” to Settlement Agreement
titled Geographic Boundary of “Class Area”.....42

4. “Exhibit B” to Settlement Agreement
(Class Members) 43-46

5. “Exhibit C” to Settlement Agreement
titled Proposed Final Judgment and Order..... 47-56

6. “Exhibit D” to Settlement Agreement
titled Notice of Pendency of Class Action Settlement.....57-61

7. “Exhibit E” to Settlement Agreement
titled Proposed Order Preliminarily
Approving Settlement, Conditionally
Certifying Class For Settlement Purposes,
Approving Form and Setting Date For
Settlement Fairness Hearing.....62-70

8. “Exhibit 2” to Unopposed Motion
(Claim Form)71-74

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**PLAINTIFF'S UNOPPOSED MOTION FOR ORDER CONDITIONALLY
CERTIFYING CASE AS A CLASS ACTION FOR SETTLEMENT PURPOSES,
APPOINTING CLASS COUNSEL, APPOINTING CLASS REPRESENTATIVES,
APPROVING MANNER AND CONTENT OF NOTICE AND PRELIMINARILY
APPROVING CLASS ACTION SETTLEMENT**

Plaintiffs Cindy Ross and Cheryl Hurt, on behalf of themselves and all others similarly situated, respectfully move this Court for entry of an order: (1) conditionally certifying the class solely for the purpose of settlement; (2) preliminarily approving the Settlement Agreement (attached as **Exhibit 1**); (3) directing notice to the Settlement Class; (4) setting a final fairness hearing for approval of the Class Settlement; and (5) appointing settlement Class Counsel and Class Representatives. In support of this motion, Plaintiffs state as follows:

1. On June 11, 2017, Plaintiff Cindy Ross filed this case as a class action against Defendant USX Company f/k/a and d/b/a U.S. Steel Corporation, bringing claims of nuisance, negligence, and gross negligence, alleging that Defendant's ownership and operation of a facility near Plaintiff's home had caused odor impacts to her home and the homes of her neighbors.

2. On August 4, 2017, the *Ross* case was consolidated with a similar case subsequently filed by Plaintiff Hurt and a Mr. John Macus. On December 1, 2017, Plaintiffs Ross and Hurt filed

a consolidated amended complaint, wherein Mr. Macus ceased to be a named Plaintiff but remained eligible to participate in any class.

3. On January 12, 2018, Defendant filed Preliminary Objections to Plaintiffs' Consolidated Amended Complaint which were partially denied on April 6, 2018.

4. After engaging in investigation and discovery, an effort to avoid the cost, risk, and expense of further litigation, the parties began lengthy settlement discussions to determine whether a resolution of the case could be reached prior to a hearing on Plaintiffs' Motion for Class Certification. This included participation in a full day of mediation with a third-party neutral mediator, Judge Ronald W. Folino.

5. Based upon their investigation, and evaluation of the facts and law relating to the matters alleged in the action, Plaintiffs, Class Counsel and the Settlement Class have agreed to settle the Lawsuit, pursuant to the terms of the Settlement Agreement.

6. The terms of the proposed settlement are fully set forth in the Settlement Agreement and include \$2,000,000 in direct monetary relief (to be allocated pursuant to the procedures outlined in the Settlement Agreement) and \$6,500,000 worth of improvement measures at Defendant's facility, designed to reduce air emissions.

7. Parties have agreed to a settlement class consisting of the following:

all owner/occupants and lessees of residential property contained within the Class Area, who have resided within the Class Area at any time during the Class Period, together with the persons listed on Exhibit B [to the Settlement Agreement].

(Settlement Agreement, ¶ 2(f)). The Class Area is the area delineated in the Class Area Map, attached as **Exhibit A** to the Settlement Agreement. Persons listed on **Exhibit B** are those who submitted forms to Plaintiffs' counsel detailing their complaints about Defendant's emissions. The

Effective Date means the date on which this settlement becomes binding as to all parties, which shall be the date on which the Final Judgment and Order approving the settlement becomes Final.

8. As part of the Proposed Settlement Agreement, the parties have agreed to appoint Steven Liddle and Nicholas Coulson of Liddle & Dubin, P.C. and James E. DePasquale as Class Counsel and appoint Plaintiffs as the Class Representatives.

9. The proposed settlement was achieved in good faith and without any undue influence. Each side has zealously represented its interests.

10. The proposed settlement was achieved by counsel experienced in similar litigation.

11. To effectuate the Settlement, the parties request that the Court enter an Order providing for the following:

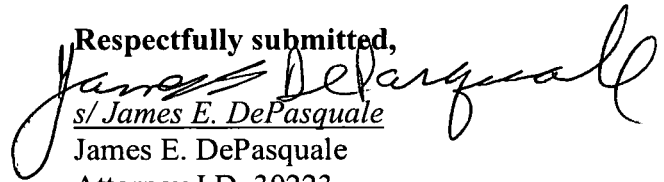
- a. Certification of this case for settlement purposes only as a class action pursuant to Rules 1702, 1708, 1709 and 1710 of the Pennsylvania Rules of Civil Procedure;
- b. Appointment of Steven Liddle, Nicholas Coulson, and James E. DePasquale as Class Counsel;
- c. Appointment of Plaintiffs as the Class Representatives;
- d. Defining of the Class as described herein;
- e. Approving of the Notice, attached as **Exhibit D to the Settlement Agreement**, under Rules 1712 and 1714 of the Pennsylvania Rules of Civil Procedure and approving the manner of notice as first class mail and publication;
- f. Approving of the Claim Form, attached as **Exhibit 2**, which will be submitted with the Notice via first class mail to the Class;
- g. Preliminarily approving the Settlement Agreement as fair, reasonable, and adequate, and scheduling a Final Fairness Hearing to hear any objections

from Plaintiff Class members and to consider final approval of the proposed settlement.

12. A proposed order is attached as **Exhibit E** to the Settlement Agreement.

WHEREFORE Plaintiffs, on behalf of themselves and the proposed Plaintiff Class, respectfully request that the Court grant this Motion for an Order Conditionally Certifying Case as a Class Action, Defining Class, Approving Manner and Content of Notice and Preliminarily Approving Class Action Settlement.

Dated: November 25, 2019

Respectfully submitted,

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CINDY ROSS and CHERYL HURT
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**BRIEF IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER CONDITIONALLY
CERTIFYING CASE AS A CLASS ACTION FOR SETTLEMENT PURPOSES,
APPOINTING CLASS COUNSEL, APPOINTING CLASS REPRESENTATIVES,
APPROVING MANNER AND CONTENT OF NOTICE AND PRELIMINARILY
APPROVING CLASS ACTION SETTLEMENT**

I. INTRODUCTION

This case has been pending since June 11, 2017. Plaintiffs, on behalf of themselves and a Class of their neighbors, allege that odor emissions and air particulates from the Clairton Coke Plant have interfered with their ability to fully use and enjoy their homes. Defendant owns and operates the facility. Plaintiffs assert claims for nuisance, negligence, and gross negligence. Defendant denies each of these claims.

Before and after initiating the litigation, Plaintiffs, through Counsel, conducted an extensive investigation of the facility and the odor problem Plaintiffs allege. This includes the request and receipt of large volumes of documents from Allegheny County and the Pennsylvania Department of Environmental Protection ("PA DEP") and surveying thousands of area residents. Such information provided Plaintiffs, and their experienced counsel, a sufficient foundation to be well informed in the assessment of the likelihood of prevailing on issues of class certification, merits, and damages.

After Plaintiffs' claims survived Defendant's Preliminary Objections to Plaintiffs' Amended Complaint, the parties agreed to explore the possibility of resolution prior to any determination on a motion for class certification. On October 25, 2018, the parties participated in a full day of mediation with neutral mediator, Judge Ronald W. Folino. The negotiation process was extensive, and each side aggressively pursued its position. Mediation did not fully resolve the case, but Parties continued to negotiate. In October, 2019, Plaintiffs and Defendant came to a resolution as to the proposed terms of the Settlement Agreement. Plaintiffs now request that the Court grant preliminary approval of that Settlement Agreement so Class members may be notified and feedback received.

The Settlement Agreement provides substantial and immediate benefits for the Class and does not release claims based on Defendant's future conduct. The Settlement Agreement requires Defendant to pay \$2,000,000 into a fund for the benefit of the Class Members. After the deduction of such attorney fees, costs/expenses, and incentive awards as the Court may grant, the fund will be distributed on a *pro rata* basis to all Class Member households that timely submit approved Claim Forms. Perhaps of greater importance, the Settlement Agreement requires Defendant to implement \$6,500,000 worth of improvement measures to the Clairton Coke Plant in order to reduce air emissions. (**Exhibit 1** ("Settlement Agreement"), ¶ 7). The specific expenditures include:

Installation of mass air coolers at the Pushing Emission Control baghouses, battery machinery improvements and refractory improvements, all of which will reduce air emissions.

The Class consists of: all owner/occupants and lessees of residential property contained within the Class Area, who have resided within the Class Area at any time during the Class Period, together with the persons listed on Exhibit B [to the Settlement Agreement]. The Class Area is the area delineated in the Class Area Map, attached as **Exhibit A** to the Settlement Agreement. The Effective Date means the date on which this settlement becomes binding as to all parties, which shall be the date on which the Final Judgment and Order approving the settlement becomes Final.

The Settlement Agreement calls for notice to be provided to the Class by first class mail. (Settlement Agreement ¶ 2(p)). All documents related to the Settlement Agreement, including the Notice and Claim Form, will be available on Class Counsel's website. Along with Notices, Class Members will be provided a Claim Form for seeking compensation from the Settlement Fund and instructions for opting out of or objecting to the settlement. (**Exhibit 1**, ¶2 (p)). Class Members will have 30 days to opt out or object to the Settlement Agreement, and 45 days to file a Claim Form. (**Exhibit 1**, ¶6). Any Class Member who elects to opt out will neither be bound by the Settlement Agreement nor release any claims against Defendant.

The Court's preliminary approval of the proposed settlement will allow the parties to serve notice of the proposed settlement to the Settlement Class before seeking final approval and effectuating the Settlement. Accordingly, Plaintiff requests the Court enter the attached Order. (**Exhibit E to Exhibit 1**).

I. THE COURT SHOULD CERTIFY THE PROPOSED SETTLEMENT CLASS

Plaintiffs move to conditionally certify a class for settlement purposes pursuant to Rules 1702, 1708, 1709, and 1710 of the Pennsylvania Rules of Civil Procedure.

A. The Requirements of Rule 1702 are Met

The prerequisites for class certification under Rule 1702 are that (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; (4) the representative parties will fairly and adequately assert and protect the interests of the class under the criteria set forth in Rule 1709; and (5) a class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in Rule 1708.

i. The Settlement Class is so Numerous that Joinder of all Members is Impracticable

Here, there are more than 5600 households within the geographic class area, in addition to more than one hundred and fifty complainants. The number of Class members is of magnitude greater than those that normally appropriate to satisfy this prerequisite. To join the owners or tenants of each of these homes to this action would clearly pose a strong litigation hardship or inconvenience, such that joinder of all Class members is patently impracticable. Both the proposed class's size and impracticability in joinder satisfy Rule 1702 and weigh heavily in support of certification.

ii. The Settlement Class Shares Common Questions of Law and Fact.

Under Pennsylvania law, "questions of law or fact common to the class generally exist if the members' grievances arise out of the 'same practice or course of conduct on the part of the class opponent.'" *Schall v. Windermere Court Apts.*, 27 Pa. D. & C. 5th 471, 480 (Pa. C.P. 2013) (quoting *Liss & Marion, P.C. v. Recordex Acquisition Corp.*, 983 A.2d 652, 664 (Pa. 2009)). Essentially, commonality will be found if "proof on these issues as to one is proof as to all." *Id.* at 482 (citing *Liss*, 983 A.2d at 663).

Plaintiffs' claims, and those of the Class, arise from common questions at the heart of the case involving Defendant's alleged failure to adequately control the facility's emissions from dispersing into the surrounding area, and the impact of those emissions on Class Members' homes. This common nucleus of operative facts gives rise to functionally identical legal claims. The claims of the Plaintiffs and the other class members involve the same type of injuries and are based on the same legal theories. For these reasons, the commonality prerequisite is satisfied.

iii. The Claims or Defenses of the Representative Parties are Typical of the Claims or Defenses of the Class.

For similar reasons, Plaintiffs' claims are coextensive with those of the absent Class Members, such that the typicality requirement is satisfied. *In re Sheriff's Excess Proceeds Litig.*, 98 A.3d 706, 733 (Pa. Commw. Ct. 2014) ("Typicality exists if the class representative's claims arise out of the same course of conduct and involve the same legal theories as those of other members of the putative class.") (*quoting Samuel-Bassett v. Kia Motors Am., Inc.*, 34 A.3d 1, 31 (Pa. 2011)). This requirement "ensures that the legal theories of the representative and the class do not conflict, and that the interests of the absentee class members will be fairly represented." *In re Sheriff's Excess Proceeds Litig.*, 98 A.3d at 733 (*quoting Samuel-Bassett*, 34 A.3d at 31). The claims of Plaintiffs and the other Class members have a common cause and their damages are of the same type. The claims originate from the same failure of the Defendant to properly maintain, operate, and/or construct the facility. All Class members have suffered injury in fact as a result of the invasion of their properties by noxious odors and air particulates emitted by Defendant. The noxious odors and air particulates emitted by Defendant interfere with their ability to use and enjoy their homes and have impacted property values.

The claims of the class representatives in this case are the exact same claims as those advanced on behalf of the proposed class—nuisance, negligence and gross negligence. Plaintiffs, like all putative class members, allege they have been impacted by Defendant's failure to employ sufficient measures to prevent noxious odors from invading her property. Plaintiffs' claims are not only typical of, but identical to, the claims of their fellow putative class members. The typicality across the claims is plain satisfaction of the Rule 1702's typicality requirement.

B. The Requirements of Rule 1709 Are Met.

Plaintiffs have satisfied their obligations to fairly and adequately assert and protect the interests of the class under Rules 1702(4) and 1709. For this determination, the court considers:

- (1) whether the attorney for the representative parties will adequately represent the interests of the class,
- (2) whether the representative parties have a conflict of interest in the maintenance of the class action, and
- (3) whether the representative parties have or can acquire adequate financial resources to assure that the interests of the class will not be harmed.

Pa R. Civ. Pro. 1709.

i. Class Counsel will Continue to Fairly and Adequately Protect the Class' Interests.

“With regard to the first factor, generally, ‘until the contrary is demonstrated, courts will assume that members of the bar are skilled in their profession.’” *Dunn*, 794 A.2d at 425 (*quoting Janicik v. Prudential Ins. Co.*, 451 A.2d 451, 458 (Pa. Super. Ct. 1982)). Plaintiffs have retained the services of counsel who are experienced in complex class action litigation, and in particular class actions stemming from invasions of private property by industrial emissions. Plaintiffs’ counsel will vigorously prosecute this action and will otherwise protect and fairly and adequately represent Plaintiffs and all absent Class members. Therefore, the first factor is satisfied.

ii. The Representative Parties do not Have a Conflict of Interest in the Maintenance of the Class Action

“Under Rule 1709(2), conflicts are interests antagonistic to other class members.” *Grajales v. Safe Haven Quality Care, LLC*, 2012 Pa. Dist. & Cnty. Dec. LEXIS 8, at *4 (Pa. County Ct. 2012) (*citing Samuels v. Smock*, 422 A.2d 902, 903 (Pa. Commw. Ct. 1980)). And just as with Rule 1709(1), “courts have generally presumed that there is no conflict of interest on the part of the representative parties unless the contrary is established and ‘have relied upon the adversary system and the court’s supervisory powers to expose and mitigate any conflict.’” *Dunn*, 794 A.2d at 425-26 (*quoting Janicik*, 451 A.2d at 459). Plaintiffs’ interests are coextensive with and not antagonistic to the interests of the Settlement Class because the Settlement provides the Class Members with a

pro rata distribution from the Settlement Fund. Therefore, the second factor is satisfied.

The named Plaintiffs in this case bring claims that are entirely typical of the claims of the absent class members. They have no conflict of interest with their neighbors. All are residents of the neighborhoods surrounding the facility seeking redress for injuries that have genuinely diminished their ability to use and enjoy their homes. Plaintiffs and their chosen counsel have prosecuted and will continue to prosecute the action vigorously on behalf of the class.

iii. The Representative Parties Have Acquired Financial Resources to Assure that the Interests of the Class Will Not be Harmed.

“If the attorney for the class representatives is ethically advancing costs to representatives of a generally impecunious class, the adequate financing requirement will ordinarily be met.” *Grajales*, 2012 Pa. Dist. & Cnty. Dec. LEXIS 8, at *7 (*quoting Haft v. United States Steel Corp.*, 451 A.2d 445, 448 (Pa. Super. Ct. 1982)). Here, Class Counsel have devoted the necessary resources to prosecuting this specialized case, which falls within their niche practice area. As such, the third factor is met. Since all of the requirements of Rule 1709 are met, it is clear that Plaintiffs will fairly and adequately assert and protect the interests of the Class.

C. The Requirements of Rule 1708 are Met.

Under Pennsylvania Rules 1702(5) and 1708, certification is appropriate if a class action is a fair and efficient method of adjudicating the controversy. In making this determination the court considers:

- (1) whether common questions of law or fact predominate over any question affecting only individual members;
- (2) the size of the class and the difficulties likely to be encountered in the management of the action as a class action;
- (3) whether the prosecution of separate actions by or against

individual members of the class would create a risk of

(i) inconsistent or varying adjudications with respect to individual members of the class which would confront the party opposing the class with incompatible standards of conduct;

(ii) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests;

(4) the extent and nature of any litigation already commenced by or against members of the class involving any of the same issues;

(5) whether the particular forum is appropriate for the litigation of the claims of the entire class;

(6) whether in view of the complexities of the issues or the expenses of litigation the separate claims of individual class members are insufficient in amount to support separate actions;

(7) whether it is likely that the amount which may be recovered by individual class members will be so small in relation to the expense and effort of administering the action as not to justify a class action.

Pa Civ. R. Pro. 1708.

Under Rule 1708(a)(1), “[t]he analysis of predominance . . . is closely related to that of commonality under Rule 1702(2).” *Lewis v. Bayer AG*, 66 Pa. D. & C. 4th 470, 515 (Pa. County Ct. 2004) (citing *Janicik*, 451 A.2d at 461). Thus, the court may adopt and incorporate its analysis of commonality and conclude that the requirement of predominance has been satisfied. *See id.* Here, each Settlement Class Member’s relationship with U.S. Steel Company arises from common legal and factual issues arising out of an invasion of property by emissions that is the same or substantially similar in all relevant respects. Plaintiffs therefore readily satisfies the predominance requirement because liability questions common to all Settlement Class Members substantially outweigh any possible issues that are individual to each Settlement Class Member.

The factor regarding the size of the class and the difficulties in managing the class action is also met. In *Schall*, the court found that “[t]he class is not burdensomely large” because “its

members are easily identifiable and to the extent that their damages claims are distinct, the court has at its disposal a variety of means to manage them.” 27 Pa. D. & C. 5th 471 at ¶ 49. Similarly, the Settlement Class Members here are easily identifiable through reference to objective criteria. Also, review of this factor is limited because when “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (internal citation omitted). Thus, the size-and-manageability requirement is met.

The prosecution of separate actions by individual Settlement Class Members would create a risk of inconsistent adjudications which would impair the protection of other Members’ interests. Also, the separate claims of individual Settlement Class Members are insufficient in amount to support such separate actions. *See Board v. SEPTA*, 14 Pa. D. & C. 5th 301, 316 (Pa. C.P. 2010) (“In considering the separate effect of actions, the precedential effect of a decision is to be considered as well as the parties’ circumstances and respective ability to pursue separate actions”). Here, it would be nearly impossible for the Settlement Class Members to file their own actions—the time and expense required to initiate and pursue such litigation would be enormous in comparison with the relatively small benefit to which each Settlement Class Member is entitled. And even if these thousands of suits were to be brought, there would be a “significant risk of inconsistent adjudications if tried separately,” (*see id.*) i.e. one claim might be dismissed in one court while a substantially similar claim might be upheld in another court. This would severely impair the rights of the non-litigating Settlement Class Members. Therefore, “because of the straightforward nature of the issues and facts involved, as a single certified class one case will determine liability and one verdict will establish all obligations.”

Id.

The Parties are not aware of any litigation already commenced by Settlement Class Members involving any of the same issues. Moreover, venue in the Allegheny County Court of Common Pleas is proper under the Pennsylvania Rules of Civil Procedure for litigation of the claims of the entire Settlement Class. Therefore, these two factors are met.

The Settlement Fund is \$2,000,000. The Settlement Class Members are easily identified and notified of their *pro rata* share of the Settlement Fund. *See* Pa. R. Civ. P. 1708(a)(7); *see also Haft*, 451 A.2d at 450 (holding that “the amounts which may be recovered by the individual class members will be large enough in relation to the expenses and effort of administering the action as to justify a class action” where “potential individual recoveries will be more than de minimis”) Finally, Environmental Improvement Projects at the Facility will be implemented within one year of the Effective Date. Such Environmental Improvement Projects will reduce air emissions and are expected to cost approximately \$6,500,000. Therefore, a class action is justified.

Since all of the requirements of Rule 1708 are met, it is clear that a class action is a fair and efficient method of adjudicating this controversy. For these reasons and the reasons listed above, the Court should certify the Settlement Class.

II. THE SETTLEMENT AGREEMENT SHOULD BE PRELIMINARILY APPROVED.

“Settlements are favored in class action lawsuits.” *Dauphin Deposit Bank & Trust Co. v. Hess*, 727 A.2d 1076, 1078 (Pa. 1999). Approval of class action settlements includes two stages, preliminary and final approval. At the preliminary approval stage, it is the Court’s role to determine whether the proposed settlement is “within the range of possible approval.” *Brophy v. Phila. Gas Works*, 921 A.2d 80, 88 (Pa. Commw. Ct. 2007). Before the Court grants preliminary approval of a proposed class action settlement, it must determine whether the

settlement is “within the range of possible approval.” *Brophy v. Phila. Gas Works*, 921 A.2d 80, 88 (Pa. Commw. Ct. 2007). Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See* MANUAL FOR COMPLEX LITIGATION (Third) § 30.42 at 240 (1995) (“[A] presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms’ length negotiations between experienced, capable counsel after meaningful discovery”) (citation omitted).

The Pennsylvania Supreme Court has held that the following seven factors should be considered when evaluating whether to grant *final* approval of a proposed class action settlement:

(1) the risks of establishing liability and damages, (2) the range of reasonableness of the settlement in light of the best possible recovery, (3) the range of reasonableness of the settlement in light of all the attendant risks of litigation, (4) the complexity, expense and likely duration of the litigation, (5) the stage of the proceedings and the amount of discovery completed, (6) the recommendations of competent counsel, and (7) the reaction of the class to the settlement.

Buchanan, 393 A.2d at 709, *accord Shaev v. Sidhu*, Nov. Term 2005, No. 0983, 2009 Phila. Ct. Com. Pl. LEXIS 63, at *22-23 (Pa. C.P. 2009). “In considering these factors, there is no exact calculus or formula for the court to use: ‘[i]n effect the court should conclude that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights.’” *Milkman*, 61 Pa. D. & C. 4th at 532 (*quoting Buchanan*, 393 A.2d at 709). A preliminary evaluation of these factors shows that the Settlement falls within the range of reasonableness and should be preliminarily approved.

A. The Risks of Establishing Liability and Damages Favor the Settlement, and the Settlement is Within the Range of Reasonableness in Light of All the Attendant Risks of Litigation.

Plaintiffs and their counsel believe that they and the class have an excellent case that is reflected in the agreed upon resolution. The Settlement Agreement provides for \$2,00,000 in direct monetary relief and \$6,500,000 in improvement measures. This is an excellent result for the Class in terms of both direct economic benefit and nonmonetary relief that is comparable, and in most cases exceeds, results obtained in similar litigation. Litigation of an air pollution class action is inherently costly and time consuming given the involvement of highly specialized experts and the necessity for extensive documentary and testimonial evidence. The class certification stage alone typically lasts a period of years and involves costs, particularly for expert costs, that typically range from high five to low six figures. Litigating beyond the class certification stage would necessarily involve additional voluminous discovery and likely hundreds of thousands of dollars worth of additional expert testimony and could proceed for several years through trial and possibly appeal(s).

The Settlement achieves substantial benefits for the class without expending additional resources and causing further delay. Now the Class will obtain immediate relief, as opposed to waiting years for an uncertain outcome which would in any event be diminished by the costs of protracted litigation. This is a particularly important consideration where the relief is not merely monetary, but also consists of real improvements that will boost Class Members' quality of life. The Settlement is well within the range of reasonableness in light of all the attendant risks of litigation. *See* William B. Rubenstein, Alba Conte, and Herbert B. Newberg, *Newberg on Class Actions* § 11:50 at 155 (4th ed. 2002) ("In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results"); *Ashley v. Atl. Richfield Co.*, 794 F.2d 128, 134 n.9 (3d Cir. Pa. 1986)

(“Physical, psychological and monetary benefits inure to both sides of a settlement agreement. Indeed, the avoidance of litigation expense and delay is precisely what settlement contemplates”).

B. The Complexity, Expense and Likely Duration of the Litigation Favor Settlement.

Where, as here, Class Counsel and U.S. Steel Company have reached a settlement regarding “a vigorously disputed matter, the Court need not inquire as to whether the best possible recovery has been achieved but whether, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the settlement is reasonable.” *Wilson v. State Farm Mut. Auto. Ins. Co.*, 517 A.2d 944, 948 (Pa. 1986) (internal quotation omitted); *see also Gregg v. Independence Blue Cross*, Dec. Term 200, No. 3482, 2004 WL 869063, at *40 (Pa. C.P. April 22, 2004) (holding that “[t]he complex nature, the high expense and the likelihood of years’ passing without final resolution weigh in favor of settlement”).

This case presents complexities not at issue in other cases. Establishing liability and damages at trial would require extensive expert testimony. The years the Parties have already spent litigating this case would likely expand to several more years before there is a final resolution. Thus, the proposed Settlement is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner.

C. The Stage of the Proceedings and the Amount of Discovery Completed Favor the Settlement.

Class Counsel’s extensive experience in similar facility emissions cases allowed them to quickly and efficiently seek the essential information needed to evaluate the strengths and weaknesses of the claims in the case. This information ensured that Plaintiffs and their counsel had the information necessary to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation. Therefore, it is “particularly appropriate to settle[]” because

there has been “sufficient discovery to put parties on firm notice of strengths and weaknesses of case,” *See Klingensmith*, 2007 WL 3118505, at *4.

D. The Recommendations of Competent Counsel Favor Settlement.

“The court must [] consider the recommendations of competent counsel in evaluating the reasonableness of the settlement, and those recommendations are given substantial weight.” *Gregg*, 2004 WL 869063, at *41 (*citing Milkman*, 61 Pa. D. & C. 4th at 545). The particular weight attributed to the counsel’s recommendation depends on factors such as competence, the length of involvement in the case, experience in the particular type of litigation, and amount of discovery completed. *Austin v. Pa. Dep’t of Corrs.*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995). “Usually, however, an evaluation of all the criteria leads courts to conclude that the recommendation of counsel is entitled to great weight following ‘arm’s length negotiations’ by counsel who have ‘the experience and ability . . . necessary [for] effective representation of the class’s interests.’” *Id.* (*quoting Weinberger v. Kendrick*, 698 F.2d 61, 74 (2d Cir. 1982)).

Class Counsel and Plaintiffs strongly endorse this Settlement. The Parties have been litigating this case for two years, and as stated above, Class Counsel are competent and experienced in class action litigation (particularly in similar facility emissions cases), the Parties have completed adequate discovery and the Settlement is a result of arm’s length negotiations. Therefore, Class Counsel’s recommendations in favor of the Settlement should be afforded great weight.

III. THE NOTICE PLAN SHOULD BE APPROVED.

Rule 1714(c) of the Pennsylvania Rules of Civil Procedure requires that “[i]f an action has been certified as a class action, notice of the proposed . . . settlement . . . shall be given to all members of the class in such manner as the court may direct.” For class members who can be

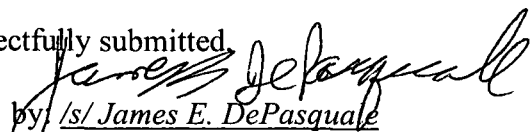
identified with reasonable effort, “[t]he court may require individual notice to be given by personal service or by mail.” Pa. R. Civ. P. 1712(b). The Settlement Agreement calls for notice to be sent via first class mail to all reasonably obtainable addresses within the Class Area boundary, in the form attached to the Settlement Agreement as **Exhibit D**. This notice will be supplemented by publication in the Pittsburgh Post-Gazette. The Notice, along with copies of the Settlement Agreement, and Claim Form shall be posted by Class Counsel on its website.

The Notice clearly states that it contains only a summary of the Settlement Agreement and detail how Class members can obtain additional information regarding the Settlement Agreement. The Notice also refers interested individuals to Plaintiffs’ counsel’s website, where they may access the First Amended Complaint, Claim Form, and Settlement Agreement should they seek further information. All Class Members will have 30 days from the date the Notice is sent to opt out of or object to the Settlement Agreement from date the notice is mailed. To be eligible to participate and receive a distribution from the Settlement Amount, a Class member must submit a completed Claim Form to Plaintiffs’ Counsel within 45 days of the Notice being mailed.

IV. CONCLUSION

Plaintiffs request that this Honorable Court enter an order preliminarily approving the Settlement Agreement, certifying the Class for settlement purposes, appointing Plaintiffs as the Class Representatives and their counsel as Class Counsel, ordering Notice to be provided to the Class members as outlined in the Settlement Agreement, and setting a date for the final fairness hearing, substantially in the form attached to the Settlement Agreement as **Exhibit E**.

Respectfully submitted,



by: /s/ James E. DePasquale

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Pittsburgh, PA 15219
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sliddle@ldclassaction.com
ncoulson@ldclassaction.com

Attorneys for Plaintiffs

Dated: November 25, 2019

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of this 10th day of October, 2019, by and between Defendant United States Steel Corporation, on the one hand, and each named Plaintiff, Cindy Ross and Cheryl Hurt, and each member of the proposed class set forth in Plaintiffs' Amended Complaint in Civil Action in the matter captioned *Ross et al. v. USX Company*, G.D. No. 17-08663 (C.C.P. Allegheny County), on the other hand, subject to and conditioned on preliminary and final approval by the Court of Common Pleas of Allegheny County, Pennsylvania.

RECITALS:

The Definitions appearing in Section 2 and other terms defined in this Settlement Agreement are incorporated by reference in these Recitals.

A. U. S. Steel owns and operates the Facility, a by-product coke manufacturing operation located in the City of Clairton, Pennsylvania.

B. The Amended Complaint alleges that the Class Members have suffered damages as a result of the Facility's operations.

C. U. S. Steel vigorously denies all allegations made against it or the Facility in the Litigation. U. S. Steel enters into this Settlement Agreement without in any way admitting or acknowledging any fault or liability, and solely for the purpose of avoiding the burdens and expense of further litigation of contested claims. Nor does U. S. Steel admit or concede any deficiencies, faults, errors, omissions, noncompliance or wrongdoing of any nature whatsoever in connection with its ownership or operation of the Facility. U. S. Steel further denies that its Facility adversely affected or impacted Plaintiffs or the Class Members in any way.

D. Class Counsel are familiar with the claims being settled and the defenses that U.S. Steel has asserted. Class Counsel have conducted a thorough investigation relating to the claims and underlying events and transactions alleged in the Amended Complaint.

E. Class Counsel believe that the Litigation has substantial merit. However, Class Counsel recognize and acknowledge that the expense and length of continued proceedings necessary to prosecute the Litigation against U. S. Steel through trial and appeals may be a costly undertaking. Class Counsel also have taken into account the uncertain outcome of the planned class certification motion and the risk of further litigation, especially in a complex suit such as this action, as well as the difficulties and delays inherent in such litigation. Class Counsel have also taken into account, among other things, the strengths and uncertainties of the claims asserted in the Litigation and the substantial benefits to be conferred on the Class by the settlement set forth in this Settlement Agreement. Class Counsel, therefore, have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

F. Counsel for the Parties have engaged in detailed arm's-length negotiations, through a voluntary mediation process before retired Judge Ronald Folino, concerning the settlement of Plaintiffs' claims against U. S. Steel.

G. This Settlement Agreement and related documents are not and shall not be construed as an admission or a concession by the Plaintiffs with regard to the merits of their claims whatsoever.

H. This Settlement Agreement and related documents are not and shall not be construed as an admission or a concession by U. S. Steel with regard to the merits of its defenses or the merits of Plaintiffs' claims.

I. U. S. Steel has agreed to settle the Litigation as part of a complete settlement and a release of all claims arising out of the allegations in the present case that have been or could have been asserted by or on behalf of the Plaintiffs. It is the intention of the Parties that this proposed settlement completely resolves all claims of Plaintiffs and the Class Members that were alleged in the Litigation or could have been alleged concerning odors, air particulates or other emissions or impacts from the Facility's operations except as expressly reserved herein.

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the promises, mutual covenants and conditions contained herein, **IT IS STIPULATED**,

CONSENTED TO AND AGREED as follows, by and among the Parties, through the undersigned attorneys on behalf of their respective clients and the Class, for purposes of the settlement only and subject to the approval of the Court pursuant to Pennsylvania Rule of Civil Procedure 1714:

1. **Settlement:** The Litigation and all claims alleged or which could have been alleged by Plaintiffs and class members shall be finally and fully settled, compromised and discontinued on the merits, with prejudice and without costs, and all released claims (as set forth herein) against any of the U. S. Steel Releasees shall be fully, finally and forever released, subject to the approval of the Court, in the manner and upon the terms and conditions stated in this Settlement Agreement.

2. **Definitions:** As used herein, the following terms shall have the meanings stated in this paragraph:

a. "Administration of Settlement" means receiving, assisting, and maintaining claims and proofs of claims, calculating and verifying claims, and overseeing the distribution of the Settlement Fund.

b. The "Amended Complaint" shall mean the Amended Complaint in Civil Action filed on December 1, 2017 in the Litigation.

c. The "Class" shall mean all "Class Members."

d. The "Class Area" is defined as the area depicted on Exhibit A hereto.

e. "Class Counsel" shall mean Liddle & Dubin, P.C., Steven Liddle, Esq., Nicholas Coulson, Esq., Brandon Brown, Esq., and James E. DePasquale, Esq.

f. "Class Members" are comprised of (i) all owner/occupants and lessees of residential property contained within the Class Area, who have resided within the Class Area at any time during the Class Period, together with (ii) the persons listed on Exhibit B hereto.

g. The "Class Period" shall mean the period of time between May 25, 2015 and the Effective Date.

h. The “Court” shall mean the Court of Common Pleas of Allegheny County, Pennsylvania.

i. “Effective Date” means the date on which this settlement becomes binding as to all Parties, which shall be the date on which the Final Judgment and Order approving the settlement becomes Final.

j. The “Facility” shall mean the U. S. Steel Mon Valley Works, Clairton Coke Plant, including all related and supporting facilities, structures, activities, operations, and construction thereon.

k. “Final” means the later of the following dates: (i) the date of expiration of the time for filing or noticing of any appeal from the Final Judgment and Order, that is, thirty days after the entry of the Final Judgment and Order computed in accord with Pennsylvania Rule of Civil Procedure 106 and Pennsylvania Rule of Appellate Procedure 903; or (2) the date of final affirmance of any appeal, the date of expiration of the time for filing petitions for allowance of appeal and, if appeal is granted, the date of final affirmance following review pursuant to that grant; or (3) the final dismissal of any appeal or proceeding on appeal.

l. The “Final Judgment and Order” means an order and judgment of the Court substantially in the form attached as Exhibit C, concerning among other things the certification of the Class, the notice program to the Class, the approval of the settlement, and the terms and process for the submission of proofs of claim and the disbursement of the Settlement Fund.

m. “Households” shall mean occupied residential structures or parcels of residential real property that are either (1) owned and occupied or (2) rented by a Class Member during the Class Period, including without limitation all houses, homes, residences, apartments, condominiums or other residential units or abodes.

n. The “Litigation” shall mean the civil action captioned *Cindy Ross et al. v. USX Company*, G.D. No. 17-08663, in the Court of Common Pleas of Allegheny County, and shall include the civil action previously captioned *John Macus et al. v. U.S. Steel Corporation*, GD No. 17-007902, in the Court of Common Pleas of Allegheny County, as consolidated with the first-named civil action.

o. The “Named Class Representatives” shall mean and include the named Plaintiffs in this Litigation, Cindy Ross and Cheryl Hurt.

p. The “Notice” shall mean the Notice of Pendency of Class Action, Conditional Class Determination, and Proposed Settlement of Class Action and Settlement Hearing, the form and content of which shall be in the form attached hereto at Exhibit D. Such Notice shall be provided by Class Counsel via first class mail to all addresses, reasonably ascertainable, of Class Members.

q. “Order on Notice/Preliminary Approvals” means an order of the Court, substantially in the form attached as Exhibit E.

r. The “Parties” shall mean all Plaintiffs and U. S. Steel.

s. “Plaintiffs” shall mean and include each and all Class Members and Named Class Representatives.

t. The “Preliminary Approval Date” shall mean the date upon which the Court enters the Order on Notice/Preliminary Approvals.

u. The “Settlement Agreement” means this Settlement Agreement made and entered by the Parties in the Litigation and all exhibits attached to it.

v. The “Settlement Fund” means that payment made by U. S. Steel to Class Counsel in accord with Section 5 of this Settlement Agreement plus any interest that accrues thereon following such payment.

w. The “Settlement Hearing” or “Settlement Fairness Hearing” means a hearing scheduled pursuant to Pennsylvania Rule of Civil Procedure 1714 to

determine, among other things, whether the settlement of the Litigation is fair, reasonable and adequate, and to consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses for prosecuting the Litigation.

x. The "Total Settlement Value" means the settlement package described herein, which consists of payment of \$2,000,000 in cash and the agreed Environmental Improvement Projects at the Facility set forth herein, which are estimated to cost approximately \$6,500,000.

y. "U. S. Steel" shall mean United States Steel Corporation, as named as "USX Company f/k/a and d/b/a U.S. Steel Corporation" in the Amended Complaint.

z. The "U. S. Steel Releasees" shall mean and include U. S. Steel and its parents, subsidiaries and affiliated companies, whether domestic or foreign, and any of U. S. Steel's or the foregoing companies' former, present and future employees, directors, officers, shareholders, members, partners, accountants, agents, attorneys, insurers, representatives, and each of their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns, and each of them.

3. Submission of Settlement to the Court:

a. As soon as practicable following the execution of this Settlement Agreement, Plaintiffs shall move the Court for entry of the Order on Notice/Preliminary Approvals, substantially in the form attached as Exhibit E.

b. If the Court preliminarily approves this settlement, Notice shall be given to the Class by Class Counsel in a form and manner substantially in conformance with the form attached as Exhibit D, and in accordance with the Notice specifications approved by the Court in its Order on Notice/Preliminary Approvals.

c. The Parties shall jointly request that the Court enter a Final Judgment and Order, substantially in the form attached as Exhibit C.

d. The Settlement Fairness Hearing shall be held to decide whether the settlement embodied in this Settlement Agreement shall be finally approved as fair, reasonable, and adequate and whether the terms and conditions shall be approved. The Parties shall jointly apply to the Court for approval of the settlement and shall each file such papers with the Court as their counsel or the Court determines to be necessary. At or before the Settlement Fairness Hearing, proof of mailing of the Notice shall be filed by Class Counsel.

e. Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs and expenses (including the fees and disbursements of Plaintiffs' consultants), consistent with Pennsylvania Rule of Civil Procedure 1717, in an amount not to exceed \$925,000. U. S. Steel agrees to take no position concerning Class Counsel's application up to such amount, but may respond to inquiries from the Court. Any such award and reimbursement shall be paid exclusively from the Settlement Fund.

f. In the event that the Order approving the fees, costs, and expense award to Class Counsel is reversed or modified on appeal and in the event the fees, costs, and expense award has been paid to any extent, then Class Counsel shall repay, within five (5) business days, the fees, costs, and expenses to U. S. Steel with interest consistent with the reversal or modification. It is agreed that the procedure for and the allowance or disallowance by the Court of any applications for attorneys' fees, costs, expenses and interest, including the fees of consultants, from the Settlement Fund are beyond the scope of this Settlement Agreement, and any order or proceeding relating only thereto shall not operate to terminate, cancel, or affect the finality or effect of this Settlement Agreement.

g. All matters relating to the Administration of Settlement, including but not limited to payment to Class Counsel of their fees, costs and expenses, plus

interest and disbursement to the Class of the Settlement Fund, shall proceed in accord with this Settlement Agreement, as approved by orders of the Court.

h. If the Court does not enter the judgments and orders provided for above, or if the Court enters such judgments and orders and appellate review of any of the judgments or orders is sought, and on such review, any such judgment or order is modified by an appellate court, then this Settlement Agreement shall be canceled and terminated, subject to the provisions of this Settlement Agreement, unless each Party within thirty (30) days of the date of the mailing of such ruling to the Parties, provides written notice to all other Parties of its intent to proceed with the settlement notwithstanding such modification. Notice of intent to proceed with the settlement may be provided on behalf of the Class by Class Counsel.

i. The obligations to proceed with the settlement are expressly conditioned on: (a) the Court's preliminary approval of this Settlement Agreement; (b) the Court's entry of the Final Judgment and Order overruling any objections; (c) the Final exhaustion of rights of appeal as to such Final Judgment and Order; and (d) fewer than twenty (20) Class Members opting out of the settlement, unless U. S. Steel elects to waive this condition. If any of these conditions fail, the Parties shall return to litigation as if no conditional settlement had ever existed.

j. If the settlement does not occur for any reason, this Settlement Agreement shall be of no force and effect and shall be void, and the Settlement Fund, including any accrued interest, shall be repaid to U. S. Steel as provided by this Settlement Agreement.

k. Neither the Settlement nor this Settlement Agreement shall constitute or be an admission for any purpose by U. S. Steel or any other person, or be deemed evidence of any violation of any statute, regulation, order, permit, approval, license, requirement or law, or an admission of any wrongdoing or liability by U. S. Steel.

4. Class Certification:

a. Plaintiffs shall move the Court for an order certifying the Class pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure in conjunction with a request for the Court to approve this settlement.

b. Solely for the purposes of this settlement, U. S. Steel consents to the Court's certification of the Class pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure.

c. Solely for the purposes of this settlement, U. S. Steel consents to the Named Class Representatives and Class Counsel as proper and appropriate representatives of the Class.

d. Subject to Court approval under Rule 1714 of the Pennsylvania Rules of Civil Procedure, payment and other consideration paid or provided by U. S. Steel in accordance with this Settlement Agreement shall constitute the full and final settlement of the Litigation, and upon the Effective Date, U. S. Steel and the U. S. Steel Releasees shall have no further liability or obligation to any member of the Class except as specifically set forth in this Settlement Agreement or in the Final Judgment and Order.

5. Settlement Payment:

a. U. S. Steel shall, within five (5) business days after the Effective Date, pay to Liddle & Dubin, P.C., in trust, the sum of Two Million Dollars (\$2,000,000) by wire transfer pursuant to instructions to be given by Class Counsel.

b. Class Counsel shall seek reimbursement from the Settlement Fund of attorneys' fees and out-of-pocket costs (including the fees and disbursements of Plaintiffs' experts and consultants) as approved by the Court. Such reimbursement shall not exceed \$925,000.

c. Subject to the Court's approval, a one-time lump sum payment of \$5,000 shall be paid from the Settlement Fund to Named Class Representative

Cindy Ross for her efforts on behalf of the class, in addition to her Class Member payment.

d. Subject to the Court's approval, a one-time lump sum payment of \$5,000 shall be paid from the Settlement Fund to Named Class Representative Cheryl Hurt for her efforts on behalf of the class, in addition to her Class Member payment.

e. The remainder of the Settlement Fund shall be divided equally on a per-Household basis among all Class Members who timely submit settlement claim forms that are approved by Class Counsel.

f. No payment from the Settlement Fund shall be made until the Effective Date. Class Counsel will distribute payments to the Class Members who timely submit settlement claim forms that are approved within 45 days of the Effective Date.

g. If the settlement as agreed in this Settlement Agreement is not approved by the Court, or if approval of the settlement is reversed on appeal, or if the settlement fails to become effective for any other reason, then the Settlement Fund, including all accrued interest or earnings, shall be returned within five (5) business days to U. S. Steel.

h. Class Counsel shall conduct all required and necessary work for Administration of Settlement and all costs and expenses for the Notice and the Administration of Settlement shall be paid by Class Counsel. U. S. Steel is not responsible or liable for costs and expenses relating to the Administration of Settlement. Plaintiffs and Class Counsel are released from any liability in connection with the Administration of Settlement, and the procedures therefor, except for any proven willful misconduct.

6. **Claims, Opt-Outs and Objections:** Class Members seeking to object to or opt out of this Settlement Agreement must notify Class Counsel and Counsel for the U. S.

Steel in the manner specified in the Class Notice. All opt-outs and objections must be in writing and postmarked no more than 30 days after the date that notice is mailed to the class. Class Members shall have 45 days from the date Class Notice is mailed to submit a claim form in compliance with the terms specified in the Class Notice. Class Counsel shall approve each claim timely received that complies with the requirements set forth in the Class Notice. Each Household that submits one or more approved claim shall share equally in the Settlement Fund after the deduction of such costs, attorney fees, and payments to Named Class Representatives as the Court may approve.

7. **Environmental Improvement Projects:** Within one year of the Effective Date, U. S. Steel shall implement the following Environmental Improvement Projects at the Facility:

a. U. S. Steel will install mass air coolers at the Pushing Emission Control baghouses, to reduce air emissions by ensuring better draw on the baghouses, leading to fewer emissions to open air. This project is expected to cost \$500,000.

b. U. S. Steel will implement battery machinery improvements (including door cleaners, jamb cleaners and door extractors), to reduce emissions by ensuring better oven sealing. This project is expected to cost \$1,000,000.

c. U. S. Steel will implement refractory improvements, which will reduce visible emissions during pushing by improving combustion performance and heating wall performance, and which will reduce stack emissions by preventing or reducing oven-to-flue leakage. This project is expected to cost \$2,500,000 in 2019 and \$2,500,000 in 2020.

8. **Release:** In consideration for U. S. Steel's Settlement Payment and the Environmental Improvement Projects set forth herein, Plaintiffs and all Class Members (both personally and on behalf of any person or entity who might claim through them or on their behalves), fully, finally and forever release all U. S. Steel Releasees from any and all claims or causes of action alleged or asserted or which could have been alleged or asserted

in the Litigation or which relate to the operation, improvement, maintenance or decommissioning of the Facility or any portion, structure or equipment thereof, as in existence on or prior to December 24, 2018, whether known or unknown, accrued or unaccrued, including any claims or causes of action that any Plaintiff or Class Member had, now has or may hereafter have related to any alleged loss, damage, property damage, repair, replacement, restoration, loss of use or enjoyment of property, avoidance, interference, discomfort, irritation, annoyance, inconvenience, diminution in value of real or personal property, loss of rents or rental value, stigma, trespass, conversion, injunctive relief, attorney fees, litigation expenses, court costs, or any other fees, costs, expenses or damages arising from the operation of the Facility or any emissions, discharges, releases, pollution, contamination, or other impacts therefrom. This release includes all claims for property damages including, but not limited to claims for loss of comfort or convenience, loss of peace of mind, irritation, and annoyance. The foregoing release excludes claims arising after December 24, 2018. Anything in this Settlement Agreement to the contrary notwithstanding, the foregoing release also excludes any and all claims for personal injuries or diagnosed medical harms (except for contemporaneous physical reactions to Defendant's emissions), claims arising out of contamination of groundwater, and claims for response costs pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* in connection with releases or threatened releases of hazardous substances. Such claims are not released and are expressly reserved.

9. **Covenant Not To Sue:** Plaintiffs and all Class Members (both personally and on behalf of any person or entity who might claim through them or on their behalves) covenant and agree not to bring, commence, initiate or assert any lawsuit, action, filing, claim, cause of action, regulatory investigation or enforcement, administrative or regulatory proceeding, rulemaking, hearing, appeal, adjudication or other proceeding in any jurisdiction or forum against any U. S. Steel Releasee for any matter released by this Settlement Agreement. Plaintiffs and all Class Members (both personally and on behalf of

any person or entity who might claim through them or on their behalves) further covenant and agree not to encourage or solicit others to institute any such claims, actions or proceedings against any U. S. Steel Releasee relating to the allegations made in the Litigation or any matters released herein. Nothing in this paragraph shall prevent any Class Member from making complaints to any regulatory authority, and nothing in this paragraph shall prevent any class member from taking any action in the course of their own employment (i.e. as employees of regulatory agencies).

10. Class Counsel hereby warrant and represent that: (a) they have produced to U. S. Steel any and all datasheets, questionnaires or responses (in their entirety without redaction) received by them, their firms or their law offices from any potential Class Member relating to the subject matter of this Settlement Agreement; (b) they will promptly produce to U. S. Steel any additional such datasheets, questionnaires or responses (in their entirety without redaction) which they may receive through the Effective Date; (c) they have produced in discovery to U. S. Steel all evidence of which they are aware concerning any alleged impacts, injury or damage from the Facility's operations to any Class Member; and (d) they have no knowledge of any planned or contemplated lawsuit, action or proceeding relating to the Facility based upon any matter not released under this Settlement Agreement.

11. **Opt-Outs:** This Settlement Agreement is expressly contingent upon no more than 20 Class Members opting out of the settlement and/or seeking to be excluded pursuant to Rule 1711(a) of the Pennsylvania Rules of Civil Procedure. Should more than 20 Class Members in total file requests to be excluded from the Class pursuant to Rule 1711(a) of the Pennsylvania Rules of Civil Procedure, U. S. Steel may withdraw from this Settlement Agreement and have no further obligations under this Settlement Agreement whatsoever. In the event that U. S. Steel withdraws from this Settlement Agreement as provided in this paragraph, the Parties shall return to litigation as though no Settlement Agreement ever existed.

12. **Remedies Upon Breach:** In the event of any material breach of this Settlement Agreement by any Plaintiff or Class Member, U. S. Steel shall be entitled to fully recover all sums paid to such Plaintiff or Class Member pursuant to this Settlement Agreement. The Parties expressly agree that any material breach of the Release or Covenant Not to Sue provisions of this Settlement Agreement by any Plaintiff or Class Member will result in immediate and irreparable harm to U. S. Steel and/or the U. S. Steel Releasees, entitling them to specific performance and other injunctive relief.

13. **Miscellaneous Provisions:**

a. All exhibits attached to the Settlement Agreement are completely incorporated as though fully set forth herein.

b. Waiver by any Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

c. This Settlement Agreement constitutes the entire agreement among the Parties, and no representations, warranties or inducements other than those set forth herein have been made to any Party concerning this Settlement Agreement. If finally approved by the Court, this Settlement Agreement supersedes any prior agreement or understanding among the Parties. No representations, warranties, inducements, promises, or agreements oral or otherwise not embodied or incorporated in this Settlement Agreement have been made concerning or in connection with this Settlement Agreement, or the attached exhibits. Any and all prior discussions, negotiations, agreements, commitments and understandings relating to this Settlement Agreement are superseded hereby and merged into this Settlement Agreement.

d. The terms or provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed on behalf of all Parties; any such modification shall be with the

consent of the Court without further notice to the Class unless the Court requires such additional notice.

e. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of its provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement by such other Party.

f. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one in the same document, provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

g. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, once it is approved by the Court and all other conditions have been met.

h. Notices of breach or termination required by this Settlement Agreement shall be submitted by overnight delivery to each Party signing this Settlement Agreement, as follows: (i) to United States Steel Corporation c/o General Counsel, 600 Grant Street, Pittsburgh, PA 15219, with a copy to Paul K. Stockman, Esq., Kazmarek Mowrey Cloud Laseter LLP, 1230 Peachtree Street, N.E., Suite 900, Atlanta GA 30309; and (ii) to Steven D. Liddle, Esq., Liddle & Dubin, P.C., 975 E. Jefferson Avenue Detroit, MI 48207.

i. All terms of this Settlement Agreement shall be governed by and interpreted in accord with the Pennsylvania Rules of Civil Procedure and the laws of the Commonwealth of Pennsylvania.

j. This Settlement Agreement shall be enforced solely in this Court. U. S. Steel and Plaintiffs waive any objection which each such Party may now have or hereafter have to the venue of any such suit, action, or proceeding to enforce this

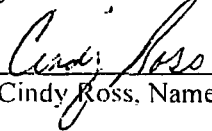
Settlement Agreement, irrevocably consents to the jurisdiction of this Court in any such suit, action, or proceeding, and agrees to accept and acknowledge service of any and all process which may be duly served in any such suit, action, or proceeding.

k. Without affecting the finality of the Final Judgment and Order to be entered upon this Settlement, the Court shall retain such continuing jurisdiction as is necessary and appropriate to enforce the settlement, and to administer the performance of the settlement in accord with its terms, including allowing or disallowing applications for attorneys' fees and other payments, determining and supervising distribution procedures related to the Settlement Fund, identifying Class Members and their respective interests, if any, in the Settlement Fund, sending notices to Class Members, reviewing disputes regarding claims submitted, and distributing the Settlement Fund.

l. Because of the arm's-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Settlement Agreement.

m. Each of the counsel signing this Settlement Agreement represents that he has authority from his client or clients to execute this Settlement Agreement on its behalf or their behalves.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.



Cindy Ross, Named Plaintiff

Cheryl Hurt, Named Plaintiff

Steven D. Liddle, Esq.
Liddle & Dubin, P.C.
Counsel for Plaintiffs

James E. DePasquale, Esq.
Counsel for Plaintiffs

United States Steel Corporation, Defendant
By: Timothy J. Cornetti, Esq.
Its: Associate General Counsel

Paul K. Stockman, Esq.
Kazmarek Mowrey Cloud Laseter LLP
Counsel for Defendant

Settlement Agreement, irrevocably consents to the jurisdiction of this Court in any such suit, action, or proceeding, and agrees to accept and acknowledge service of any and all process which may be duly served in any such suit, action, or proceeding.

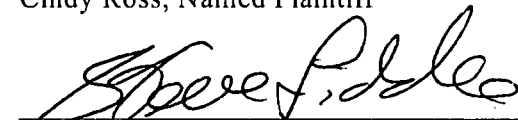
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Cindy Ross, Named Plaintiff



Steven D. Liddle, Esq.
Liddle & Dubin, P.C.
Counsel for Plaintiffs

Cheryl Hurt, Named Plaintiff

James E. DePasquale, Esq.
Counsel for Plaintiffs

United States Steel Corporation, Defendant
By: Timothy J. Cornetti, Esq.
Its: Associate General Counsel

Paul K. Stockman, Esq.
Kazmarek Mowrey Cloud Laseter LLP
Counsel for Defendant

Settlement Agreement, irrevocably consents to the jurisdiction of this Court in any such suit, action, or proceeding, and agrees to accept and acknowledge service of any and all process which may be duly served in any such suit, action, or proceeding.

k. Without affecting the finality of the Final Judgment and Order to be entered upon this Settlement, the Court shall retain such continuing jurisdiction as is necessary and appropriate to enforce the settlement, and to administer the performance of the settlement in accord with its terms, including allowing or disallowing applications for attorneys' fees and other payments, determining and supervising distribution procedures related to the Settlement Fund, identifying Class Members and their respective interests, if any, in the Settlement Fund, sending notices to Class Members, reviewing disputes regarding claims submitted, and distributing the Settlement Fund.

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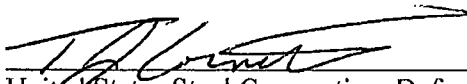
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

Cindy Ross, Named Plaintiff

Cheryl Hurt, Named Plaintiff

Steven D. Liddle, Esq.
Liddle & Dubin, P.C.
Counsel for Plaintiffs

James E. DePasquale, Esq.
Counsel for Plaintiffs



United States Steel Corporation, Defendant
By: Timothy J. Cornetti, Esq.
Its: Associate General Counsel

Paul K. Stockman, Esq.
Kazmarek Mowrey Cloud Laseter LLP
Counsel for Defendant

Settlement Agreement, irrevocably consents to the jurisdiction of this Court in any such suit, action, or proceeding, and agrees to accept and acknowledge service of any and all process which may be duly served in any such suit, action, or proceeding.

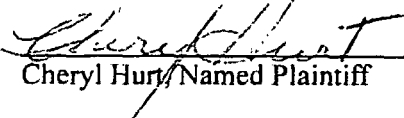
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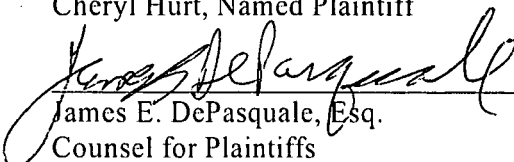
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Cheryl Hurt, Named Plaintiff



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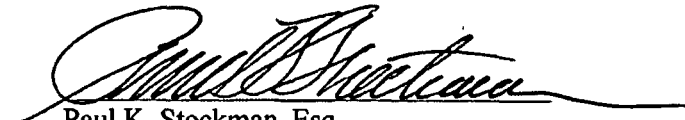
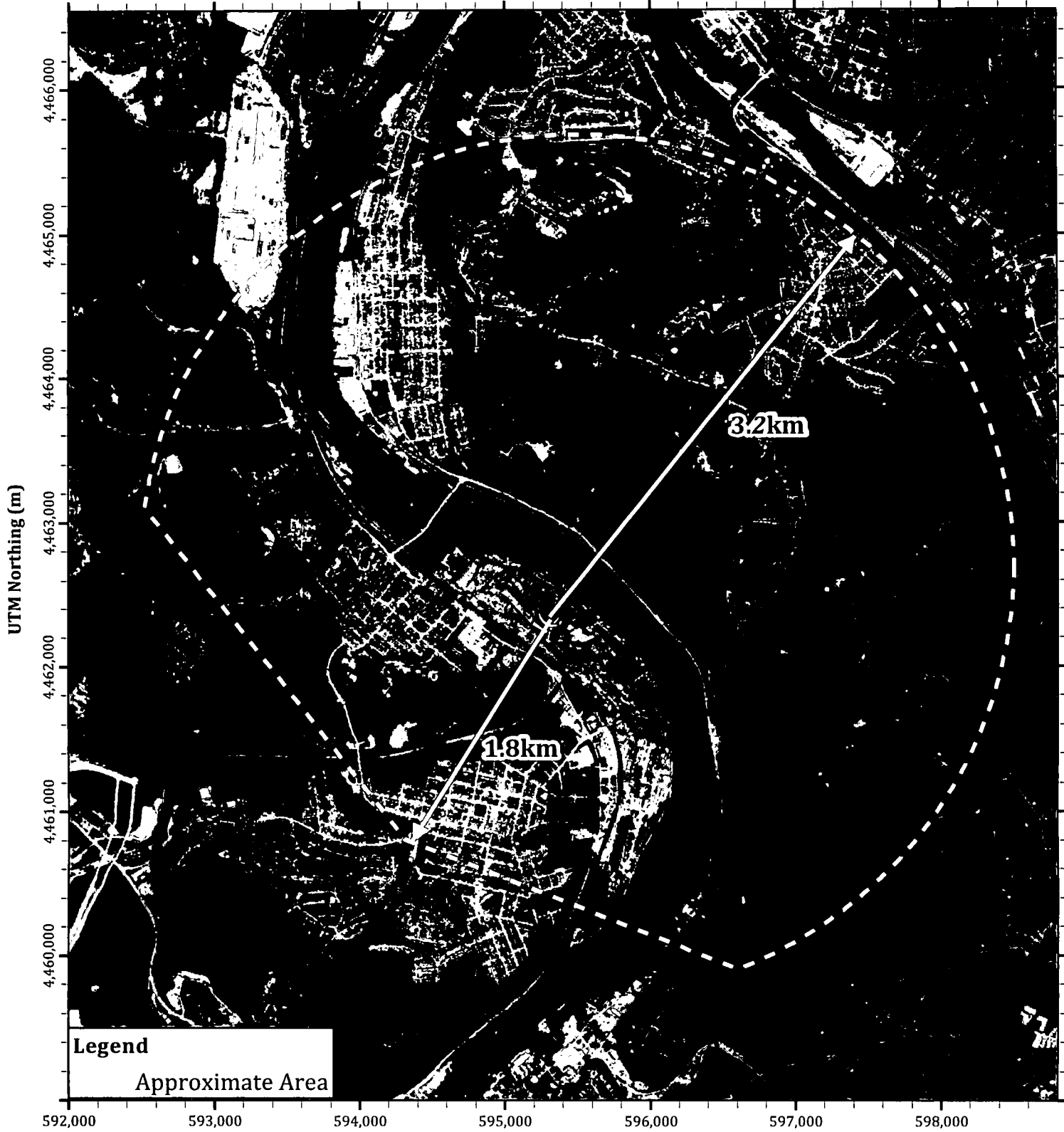

Paul K. Stockman, Esq.
Kazmarek Mowrey Cloud Laseter LLP
Counsel for Defendant

Exhibit A: Geographic Boundary of "Class Area"



UTM Easting (m)
All coordinates shown in UTM Coordinates,
Zone 17, NAD83 datum.

Last name	First Name	Street No	Street Name	Apt	City
McLeod	Lexie	624	3rd St		Clairton
Barker	Zachary	305	N State St		Clairton
Beckowitz	Joan	34	Harrison Rd		Elizabeth
Gatchie	Kc	102	Carnegie Ave		Clairton
Brennsteiner	Karl and Cynthia	520	Arch St		Clairton
Breznican and Joseph Tunkovich	John	443	Halcomb Ave		Clairton
Goldsmith	Renee	152	Carnegie Ave		Clairton
Boles	Joyce	528	Halcomb Ave		Clairton
Buchina	Teresa and Steven	418	Chicago Ave		Elizabeth
Case	John and Mary	120	Constitution Cir		Clairton
Brown	Ashley and Jamar	515	Halcomb Ave		Clairton
Thumm and David Booze	Daneen	137	Constitution Cir		Clairton
Bayto and Laurie Stonick	James	516	Constitution Cir		Clairton
Cromwell	Jeffrey and Joan	524	Constitution Cir		Clairton
Wessol	Robert	635	Constitution Cir		Clairton
Burke	David	306	Browns Ln		Elizabeth
Burkhart	David	538	N State St	Apt 2	Clairton
Bruce	Deborah and Harry	415	Douglas Ave		Elizabeth
Long	Jeffrey and Rachael	306	Dora Dr		Elizabeth
Custer	Woneda	602	Douglas Ave		Elizabeth
Bazier	Charles	306	Elizabeth Ave		Elizabeth
George	Maryellen	306	Elizabeth Ave		Elizabeth
Champion	Rose	508	Halcomb Ave		Clairton
Cisco and Karen Myers	Anthony	229	N 3rd St		Clairton
Rothey	Dale and Michelle	132	Ellsworth Ave		Elizabeth
Edwards	Jared	603	Farnsworth Ave		Clairton
Bucko	Deborah and Louis	521	N 6th St		Clairton
Konovich	Heather	627	Farnsworth Ave		Clairton
Patterson	Kathy and Dean	136	Finney Rd		Elizabeth
Arnold	Frederick and Barbara	114	Francis Ave		Clairton
Davis	Jonathan and Kristin	108	Carnegie Ave		Clairton
Davis	Robin and Laurie	1052	Pennsylvania Ave		Clairton
Ferrero	David	608	Grandview Ave		Clairton
Sobicralski	Ray and Catherine	430	Halcomb Ave		Clairton
Dennis	Shelli	427	N State St	2nd Fl	Clairton
Donnelly	Charles	717	Walnut Ave		Clairton
Doonan	Teresa	14	Virginia Dr		McKeespor
Cunning	Bruce and Kathleen	14	Calhoun Rd		Elizabeth
Hurt	Cheryl Brooks	534	Halcomb Ave		Clairton
Betters	Michael	29	Harrison Rd		Elizabeth
Pipkins	Robert	742	Horton St		Clairton
Elber	Melaine	538	N State St		Clairton

Lazur	Kimberly and Richard	527	Independence Dr	Clairton
Flanagan	Michelle	518	N 7th St	Clairton
Jones	Cynthia and James	563	Independence Dr	Clairton
Fuqua	Rhonda	138	Kay Way # B	Clairton
Meacham	Kim	508	Ivy St	Clairton
Geletko	Francis and Jill	667	6th St	Clairton
Eichmann	Gloria and Ranee	757	N 6th St	Clairton
Giles	Barbara	715	Large Ave	Clairton
Giansante	Sharon	745	N 6th St	Clairton
Glover	Keith	547	Ridge St	Clairton
Townsend	Geoffrey	2131	Lincoln Blvd	Elizabeth
Creuar and Joshua Daerr	Jamie	2155	Lincoln Blvd	Elizabeth
Grant and Cuyler Mikell	Denise	136	Carnegie Ave	Clairton
Henderson	William	219	Pennsylvania Ave	Clairton
Hogan	Kimberly and Erle	319	Pennsylvania Ave	Clairton
Rochelle	Romona	1712	Marion Cir	Clairton
Harris	Laura and Timothy	3901	McLean Dr	McKeespor
Fuqua	Arnetta	810	Miller Ave Apt 3	Clairton
Bookert	Lorraine	810	Miller Ave Apt 5	Clairton
Jones	Robert	819	Miller Ave	Clairton
Berry	George	332	Mitchell Ave	Clairton
Jerome	Henry and Linda	319	N State St	Clairton
Perryman	Johnie	446	Mitchell Ave	Clairton
Johnson	Kevin and Rhonda	137	Pennsylvania Ave	Clairton
Arlia	John and Cecelia	529	Mitchell Ave	Clairton
Keller	Karin	317	N 3rd St	Clairton
Claudiu	Alexander	235	N 2nd St	Clairton
Jones	Verdell	1701	Marion Cir	Clairton
King	Loretta and Vincent	23	N 3rd St	Clairton
Kennedy	Kevin	421	N 3rd St	Clairton
Randolph	Joanne	424	N 3rd St	Clairton
Kerr	Albert and Jacqueline	204	Walnut Ave	Clairton
Longhini	Matthew and Beth	609	Walnut Ave	Clairton
Kimball	Marie	509	Ivy St	Clairton
Myers	Sharon	13	Sunset Ln	McKeespor
Malone and Mary Hohl	John	215	Mendelsohn Ave	Clairton
King	Donna and Paul	224	N 4th St	Clairton
Thompson	Leroy and Bilan	756	N 6th St	Clairton
Rumble	Dorcas	443	Large Ave	Clairton
Hawkins	Rochelle	1116	N 6th St	Clairton
McKivitz	John	425	Glenn St	Clairton
Murphy	Kristina and Reginald	320	Ohio Ave	Clairton
Novak	Mark and Liza	319	Wilson Ave	Clairton
Ogunleye	Oladipupo	210	Crest St	Clairton
Manfredi	Rose	606	N 6th St	Clairton
Petersen and Megan Evans	Steven	241	N 5th St	Clairton
Lagona	Tyrone	501	Oxford Ave	Elizabeth

Sutton	Arthur and Karen	512	Oxford Ave	Elizabeth
Price and Howard Stuvaints	Devaile	323	Linden Ave	Clairton
Cannon	Christine and Gerald	124	Patterson St	Elizabeth
Ray	Charlotte	410	Ohio Ave	Clairton
Roney	Gene and Kelly	348	New York Ave	Clairton
Ross	James and Cindy	420	Fremont St Rear	Clairton
Ruffing	Gloria and Robert	214	Bluff Aly	Clairton
Ford	Gloria	565	Reed St Apt 511	Clairton
Brown	Anne and Robert	135	Saint Clair Ave	Clairton
Maletta	Miriam	508	Saint Clair Ave	Clairton
Van Ryn and Kimberly Lesko	Charles	614	Saint Clair Ave	Clairton
Schulte and John Hodish	Ruth Ann	647	Delaware Ave	Clairton
Revetta	Kathryn	737	Saint Clair Ave	Clairton
Grilli	Carol and Dean	813	Saint Clair Ave	Clairton
Petkovich	Mary	824	School St	Clairton
Weishner	Marie	861	School St	Clairton
Johns	Steven and Monica	869	School St	Clairton
Shaffer	Raymond and Susan	214	N 3rd St	Clairton
Briscoe and Philip Weeks	Jarrett	315	Shaffer Ave	Elizabeth
Sieber	Frances and Dale	125	Harrison Rd	Elizabeth
Woleslagle	Kelly and Randy	105	Sherwick Dr	Elizabeth
Taylor	Anita	201	Summit Way	Clairton
Tobusto	Angela	227	N 4th St	Clairton
Schreck	Mary	544	Thompson Ave	Clairton
Thompson	Sheila	767	Vankirk St	Clairton
Thompson	Lenicka	775	Vankirk St	Clairton
Bisagni	Lisa	802	Vankirk St	Clairton
McClellan	Ulonda	812	Vankirk St	Clairton
Thomas	Joan	834	Vankirk St	Clairton
Redmond	Robyn	130	New Jersey Ave	Clairton
Snyder and Jesse Fitzgerald	Amber	599	Shady Ct	Clairton
Sorrentido	John	540	Reed St	Clairton
Fowler	Susan	16	Virginia Dr	McKeespor
Sporio	Sandra and Vincent	502	N 8th St	Clairton
Warren and William Henderson	Christine	516	N 8th St	Clairton
Tucker	Agnes	306	Waddell Ave	Clairton
Smith	Deidre	446	Waddell Av #1	Clairton
Thomas	Norma	409	Locust Ave	Clairton
Hammons	Johnnetta and Rodne	528	Waddell Ave	Clairton
Clawson	Larry	711	Waddell Ave	Clairton
Wilson	Tameisha	222	Chambers St	Clairton
Thomas-Kocian	Georgina	430	Ohio Ave	Clairton
Stewart	Royce and Yip	347	Wylie Ave	Clairton
Millner	Anita	355	Wylie Ave	Clairton
Wade	Sharon and Charles	531	Park Ave	Clairton
Gluscic	George	405	Wylie Ave	Elizabeth
Piela	Mitchell	418	Wylie Ave	Clairton

Singer	David	500	Wylie Ave	Clairton
Williamson	Harry and Peggy	605	Delaware Ave	Clairton
Wyler	James and Joy	4524	W Smithfield St	Elizabeth
Verminski	Karen	620	Douglas Ave	Elizabeth
Durkin	Donna	1218	Grove St	Clairton
Wade and Herman Sayles	Jacqueline	911	Waddell Ave	Clairton
Lindsay	Lorraine and Michael	3711	Liberty Way	McKeespor
Fry and Rebecca Starr	Donald	556	Mitchell Ave	Clairton
Schell	Rita and Kenneth	3805	Liberty Way	McKeespor
Rugg	Joseph and Carol	3905	Liberty Way	McKeespor
Steele	Frank and Sherry	3909	Liberty Way	McKeespor
Noll	Jason	3917	Liberty Way	McKeespor
Tapia	Nestor and Jessica	501	Monongahela Ave	Elizabeth
Caldwell	Mary Sue and Thoma	908	Saint Clair Ave	Clairton
Palyo	Michael and Mary An	4005	Liberty Way	McKeespor
Veres	John and Kathleen	511	Monongahela Ave	Elizabeth
Hubans	Martha	4007	Liberty Way	McKeespor
Huston	Leah	4015	Liberty Way	McKeespor
Matheys	Sharon and William	4017	Liberty Way	McKeespor
Denne and Stacy Plummer	William	4357	Liberty Way	Elizabeth
Giles	Heather	4508	Liberty Way	Elizabeth
Search	Cathy and Richard	1000	Waddell Ave	Clairton

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CINDY ROSS and CHERYL HURT, on behalf of
themselves and all others similarly situated,

CIVIL DIVISION

Plaintiffs,

No. G.D. 17-008663

vs.

USX COMPANY, f/k/a and d/b/a U.S. STEEL
CORPORATION,

Defendant.

[PROPOSED] FINAL JUDGMENT AND ORDER

Pursuant to the Order Preliminarily Approving Settlement, Conditionally Certifying Class for Settlement Purposes, Approving Form and Manner of Class Notice, and Setting Date for Settlement Fairness Hearing, dated _____, 2019 (the “Preliminary Approval Order”) and on application for final approval of the proposed Settlement Agreement, this matter came before the Court for the Settlement Fairness Hearing on _____, 2019.

Defendants and the Named Plaintiffs, on behalf of themselves and the Settlement Class Members, seek final approval of the Settlement Agreement in its entirety, including an award of attorneys’ fees and expenses to Class Counsel, an incentive award to Named Plaintiff, and the allocation of the remaining funds to the Settlement Class Members. In addition to their filings, the parties, through their counsel, attended and participated in the Settlement Fairness Hearing.

Pursuant to the Preliminary Approval Order, notice of the Settlement was given to potential Settlement Class Members, which was adequate and sufficient notice of the proposed Settlement Agreement and the Settlement Fairness Hearing. Among other things, the notice also advised potential Settlement Class Members of the opportunity to object to the proposed

settlement or to opt out of the Settlement Class. At the Settlement Fairness Hearing, all objections that were properly and timely made, if any, by or on behalf of any Settlement Class Member were duly considered and are hereby overruled.

The Court, having read and fully considered the terms of the proposed Settlement Agreement and all related submissions, and finding that good cause having been shown:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Except as otherwise defined herein, all initial-capitalized terms used in this Order shall have the same meaning ascribed to them in the Settlement Agreement.
2. The Court has jurisdiction over this Litigation and the parties to the Settlement Agreement, including the Settlement Class Members.
3. Pennsylvania policy favors the settlement of class actions. *Dauphin Deposit Bank & Tr. Co. v. Hess*, 556 Pa. 190, 194 (1999). Having considered that a class action settlement should be approved only if it is fair, reasonable, and adequate after comparing the terms of the settlement with the likely rewards of litigation, *see* Chapter 1700 of the Pennsylvania Rules of Civil Procedure; having considered that, in assessing the reasonableness and adequacy of a settlement in a class action, the Supreme Court has instructed Pennsylvania courts to consider the following factors:

- (1) the risks of establishing liability and damages;
- (2) the range of reasonableness of the settlement in light of the best possible recovery;
- (3) the range of reasonableness of the settlement in light of all the attendant risks of litigation;
- (4) the complexity, expense and likely duration of the litigation;

- (5) the stage of the proceedings and the amount of discovery completed;
- (6) the recommendations of competent counsel; and
- (7) the reaction of the class to the settlement.

Dauphin Deposit Bank & Tr. Co. v. Hess, 556 Pa. 190, 194, 727 A.2d 1076, 1078 (1999).

In light of and having considered those factors, and having considered negotiation of, the terms of, and all of the materials submitted concerning the proposed Settlement Agreement; having considered the Named Plaintiff's likelihood of success of the claims in the Complaint at trial and the possibility that Defendant could prevail on one or more of the defenses pleaded in the Answer; having considered the range of the Named Plaintiff's (and the putative class's) possible recovery and the complexity, expense, and duration of the Litigation; and having considered the substance and amount of opposition to the proposed settlement, it is hereby determined that:

- (i) the Settlement was entered into in good faith being fairly and honestly negotiated;
- (ii) the outcome of the Litigation is in doubt;
- (iii) it is possible the proposed Settlement Class could receive more if the Litigation were to go through trial, but that it is also quite possible that the proposed Settlement Class could receive less and/or that Defendants could defeat certification,
- (iv) the value of immediate recovery outweighs the possibility of future relief which would likely occur, if at all, only after further protracted litigation and appeals,

(v) the parties have in good faith determined the Settlement Agreement is in their respective best interests, including both the Named Plaintiff and Class Counsel determining that it is in the best interest of the Settlement Class Members,

(vi) the aggregate consideration, including both the Settlement Fund to which Defendant shall contribute and the environmental improvement projects that the Defendant will implement within one year of the Effective Date, is commensurate with the claims asserted and that will be released as part of the settlement, and

(vii) the proposed Settlement Agreement's terms fall well within the range of settlement terms that would be considered fair, reasonable, and adequate resolution of the Litigation.

Therefore, pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure, the terms of the Settlement Agreement dated October ___, 2019, relating to the above-captioned Litigation are hereby finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Settlement Class and each of the Settlement Class Members, in light of the factual, legal, practical, and procedural considerations raised by this Litigation. The Court further finds that the Settlement Agreement complies with the applicable requirements under Pennsylvania, the Rules of the Court, any other applicable law, and due process requirements.

4. Solely for the purpose of settlement in accordance with the Settlement Agreement, and pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure, this Court hereby finally certifies the following Settlement Class:

All owner/occupants and lessees of residential property contained within the area depicted on Exhibit A to the Settlement Agreement, who have resided within the area depicted on Exhibit A at any time between May 25, 2015 through the Effective Date, together with (ii) the persons listed on Exhibit B to the Settlement Agreement.

Excluded from the Settlement Class are all potential Settlement Class Members listed on Exhibit 1, each of whom timely complied with the requirements set forth in the Class Notice to exclude themselves from and opt out of the Settlement Class and the Settlement Agreement; thus, none of the individuals identified on Exhibit 1 are bound by this Final Judgment and Order.

5. The Court appoints Named Plaintiffs Cindy Ross and Cheryl Hurt as representatives of the Settlement Class. Pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure, the Court appoints Steven D. Liddle, Esq. and Nicholas A. Coulson, Esq. as Class Counsel.

6. Pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure and all applicable law, notice was properly given to the potential Settlement Class Members in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Class Notice and the Publication Notice, both of which the Court approved in the Preliminary Approval Order, are written in plain English, clear, concise, and readily understandable. The Class Notice was sent by Class Counsel by mail to each reasonably identifiable (as noted in the Settlement Agreement) residential address within the Class Area. The Publication Notice was published in certain newspapers in the relevant geographic area. The Class Notice and other relevant information and documents (*e.g.*, the Complaint, the Preliminary Approval Order, and the Settlement Agreement with all of its exhibits) were posted on a generally accessible website identified in both the Class Notice and the Publication Notice. The notices provided an address, an e-mail address, a website, and a toll-free telephone number for the potential Settlement Class Members to contact if they needed or wanted additional information. The Court finds that the notification provided for and given to the Settlement Class (a) constitutes the best notice practicable under the circumstances; (b) was reasonably calculated

to apprise potential Settlement Class Members of the existence of and their rights related to the Litigation and the terms and conditions of the proposed Settlement Agreement; (c) constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) is in full compliance with all applicable requirements of Pennsylvania law, the Rules of the Court, any other applicable law and due process requirements. Class Counsel shall continue to host and maintain the website until six (6) months following the Effective Date, at which time Class Counsel shall discontinue the website and ensure that all information posted on it is no longer accessible.

7. Pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure, having ruled that due and adequate notice was provided to the potential Settlement Class Members and that they were afforded an opportunity to participate in the proceedings and object to the Settlement Agreement or to exclude themselves from the settlement by opting out of the Settlement Class, it is hereby determined that each Settlement Class Member (whether or not the Settlement Class Member objected, submitted a Claim Form, or otherwise participated in the Litigation, the settlement, or the approval process) shall be bound by the terms and provisions of the Settlement Agreement and this Final Judgment and Order, including the releases and covenants not to sue set forth in the Settlement Agreement, which are hereby incorporated by reference and become part of this Final Judgment and Order. As Defendant was not in control of or did not participate in the effectuation of Notice or the maintenance, allocation, or distribution of the Settlement Fund, Defendant shall not have any liability for those aspects of the settlement, nor shall they affect the validity or binding nature of this Final Judgment and Order or the Settlement Agreement, including, without limitation, the release afforded to the Released Parties.

8. Pursuant to the terms of the Settlement Agreement, within five (5) business days after the Effective Date, Defendant shall pay to Liddle & Dubin, P.C., in trust, the sum of

Two Million Dollars (\$2,000,000) by wire transfer pursuant to instructions to be given by Class Counsel. Upon request from Defendant, Class Counsel shall promptly provide deposit or wire or electronic transfer instructions. Within one year of the Effective Date, U. S. Steel shall implement the following Environmental Improvement Projects at the Facility:

- (a) U. S. Steel will install mass air coolers at the Pushing Emission Control baghouses, to reduce air emissions by ensuring better draw on the baghouses, leading to fewer emissions to open air. This project is expected to cost \$500,000.
- (b) U. S. Steel will implement battery machinery improvements (including door cleaners, jamb cleaners and door extractors), to reduce emissions by ensuring better oven sealing. This project is expected to cost \$1,000,000.
- (c) U. S. Steel will implement refractory improvements, which will reduce visible emissions during pushing by improving combustion performance and heating wall performance, and which will reduce stack emissions by preventing or reducing oven-to-flue leakage. This project is expected to cost \$2,500,000 in 2019 and \$2,500,000 in 2020.

The deposit by Defendant, in combination with the environmental improvement projects , shall fully satisfy each and every obligation of Defendant to the Named Plaintiff, Class Counsel, the Settlement Class, and each Settlement Class Member concerning this Litigation, the Settlement Agreement, and the released claims until the date this Final Judgment and Order becomes Final and non-appealable. Defendant shall implement the improvement measures as set forth in the Settlement Agreement, which implementation shall be completed within one year of the Effective Date , during which time the Settlement Class Members shall be prohibited from

asserting any claims concerning emissions from the Facility's operations as set forth in the Settlement Agreement.

9. All claims against Defendants are hereby dismissed on the merits and with prejudice.

10. This Court hereby retains jurisdiction over all matters relating to the interpretation, effectuation, and enforcement of the Settlement Agreement. The Court retains further jurisdiction to enforce this Final Judgment and Order and the distribution of the Settlement Fund. The reservation of jurisdiction by this Court in this matter does not affect in any way the finality of this Final Judgment and Order.

11. This Final Judgment and Order, the settlement, and all documents, negotiations, statements, or proceedings relating to it are not and shall not be construed to be an admission or concession by any Released Party of any liability or wrongdoing whatsoever, and shall not be offered as evidence of any such liability or wrongdoing in this or any other proceeding. Moreover, this Settlement Agreement and all related documents are not and shall not be construed to be an admission or concession by any Released Party of acquiescence to class certification in any case other than this case's settlement class for settlement purposes only. None of this information may be offered or received as evidence or argument against Defendants of any wrongdoing or to limit their ability to take any position they would otherwise be able to take in this or any other proceeding absent the settlement or the Litigation.

12. This Order and Final Judgment, the settlement, and all papers relating thereto are not and shall not be construed to be an admission or concession by Plaintiffs with regard to the

merits of their claims whatsoever, and shall not be offered as evidence as to the merits in this or any other proceeding.

13. There is no just reason for delay in the entry of this Final Judgment and Order as a final judgment. Furthermore, there is reason to enter and certify it as a final judgment, including without limitation that doing so will expedite any appeal, which, in turn, will shorten the time it will take for this Final Judgment and Order either (a) to become Final and non-appealable thereby expediting the distribution of the Settlement Fund to the Settlement Class Members or (b) to be overturned on appeal thereby facilitating a modified settlement or the reconvening of the Litigation.

14. In the event that this Final Judgment and Order fails to become Final and non-appealable for any reason, including without limitation that it is reversed on appeal and/or the Settlement Agreement is terminated, then this Final Judgment and Order, the Preliminary Approval Order, and all related orders from this Court shall be automatically rendered null and void and shall be deemed vacated. In such event, the parties and the putative class members shall be returned to the same litigation position that they were in prior to seeking preliminary approval of the Settlement Agreement, and they shall be free to raise all claims, defenses, and arguments as they would have been able to had they never negotiated or sought approval of the Settlement Agreement. This includes the Released Parties' right to oppose class certification on any and all grounds (including but not limited to Chapter 1700 of the Pennsylvania Rules of Civil Procedure). Class Counsel shall also immediately terminate the website.

The Clerk is directed to enter this Judgment forthwith as the final judgment of this Court.

SO ORDERED.

Dated: _____

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If you owned and occupied, or rented residential property located within the Class Area (see map herein) at any time since May 25, 2015, or submitted an information sheet to Class Counsel before October 25, 2018, you may be a Settlement Class Member.

Please read this Notice carefully, as it affects your legal rights.

(A Court authorized this notice. This is not a solicitation from a lawyer.)

- A proposed settlement has been reached with the owner and operator of the Clairton Coke Plant (United States Steel Corporation, or "U. S. Steel") to resolve claims brought by named plaintiffs Cindy Ross and Cheryl Hurt ("Named Plaintiffs") on behalf of a proposed class relating to the alleged emission of pollutants, air contaminants, and noxious odors from the plant. The proposed settlement has been memorialized in a written agreement between the parties (the "Settlement Agreement").
- If approved by the Court, the Settlement Agreement requires the Settlement Class Members to release the claims concerning the emissions and it requires U. S. Steel to pay \$2,000,000 into a fund (the "Settlement Fund") for the benefit and advantage of the Settlement Class Members, meaning all who participate in and are bound by the proposed settlement, as further defined by the Settlement Agreement. The Settlement Agreement also requires U. S. Steel to spend \$6,500,000 within one year on various environmental improvement measures to help minimize the impact of airborne emissions from the plant.
- This Class Notice explains the proposed settlement, your rights, the available benefits, and how to get them. As a potential Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the proposed settlement. Unless you properly exclude yourself and opt out of the proposed settlement, you will be bound by its terms if it is approved by the Court.
- The Court in charge of this case still has to decide whether to approve the proposed settlement.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

Your Legal Rights and Options in this Proposed Settlement	
EXCLUDE YOURSELF OR "OPT OUT"	If you exclude yourself and opt out of the proposed settlement, you will no longer be a Settlement Class Member, Class Counsel will not be representing you, your claims will not be released, and you will be responsible for pursuing or not pursuing your individual claims. You will not be eligible to receive any payment from the proposed Settlement Fund, and you will have no standing or ability to object to the proposed settlement. There are statutes of limitations that may bar your individual claims. To exclude yourself and opt out of the proposed settlement, you must strictly follow the procedures outlined below and submit your request no later than _____ or you will remain part of the Settlement Class and bound by the orders of the Court.
OBJECT	If there is something about the proposed settlement that you do not like and think is legally inappropriate, you may remain part of the Settlement Class and object to all or part of the proposed settlement. You may do so on your own or through a lawyer that you hire to assist you. If you object, you may also submit a claim for payment from the Settlement Fund as you will be part of the Settlement Class. To object to the proposed settlement, you must strictly follow the procedures outlined below and submit your written objection no later than _____ or you will waive your right to object. If you do properly and timely object, you will be part of the Settlement Class and bound by the Court's decisions like every other Settlement Class Member who does not opt out or exclude themselves.

<p>MAKE A CLAIM FOR PAYMENT</p>	<p>If you want to participate in the proposed settlement and receive a payment from the Settlement Fund, you must complete the attached Claim Form and submit it with the required information to Class Counsel no later than _____. If you do not do so, you will waive your right to any payment from the Settlement Fund. Whether you timely submit a properly completed Claim Form or not, if the Court approves the settlement, you will be part of the Settlement Class and be bound by the terms of the Settlement Agreement, including releasing U. S. Steel from all claims as defined in the Settlement Agreement. After the deduction of expenses, costs, attorneys' fees for Class Counsel and incentive awards for Named Plaintiffs, all Settlement Class Member Households that submit approved Claim Forms will receive a check for an equal prorated share of the Settlement Fund, except that the share for a particular home may be divided if subject to multiple claims. All checks must be cashed within 120 days of the date on the check or you will forfeit your right to receive any payment from the Settlement Fund.</p>
<p>DO NOTHING</p>	<p>You do not have to do anything to participate in the proposed settlement. However, if you do not do anything and the Court ultimately approves the proposed settlement, you will waive your right to object to any portion of the proposed settlement, you will be bound by the terms of the Settlement Agreement, and will have released U. S. Steel from any and all claims as defined in the Settlement Agreement. You will not obtain any payment from the Settlement Fund, but you still will benefit from the other measures that U. S. Steel will take as part of the proposed settlement to control the emissions.</p>

1. **WHAT IS THIS NOTICE ABOUT?** This Class Notice, given by Order of the Honorable Judge Robert J. Colville, is to inform you of the proposed settlement of a class action lawsuit against United States Steel Corporation, pending in the Court of Common Pleas of Allegheny County, Pennsylvania. It summarizes your rights as set forth in the Settlement Agreement.
2. **WHAT IS THE LAWSUIT ABOUT?** The lawsuit (*Ross v. USX Company, f/k/a and d/b/a as U.S. Steel Corporation Allegheny County, Pennsylvania Case No: G.D. 17-008663*) was filed in 2017, and concerns the alleged airborne emission of pollutants, air contaminants, and noxious odors from the Clairton Coke Plant. The lawsuit alleges that at least certain emissions in the area surrounding the Clairton Coke Plant occurred because of U. S. Steel's conduct. The Named Plaintiffs who filed the lawsuit allege that these emissions have interfered with their ability to use and enjoy their homes. U. S. Steel has vigorously denied and continues to deny all claims of wrongdoing or liability arising out of the allegations and claims asserted in the lawsuit.
3. **WHY IS THE CLASS ACTION BEING SETTLED?** The Court did not decide in favor of the Named Plaintiffs or U. S. Steel. Instead, all sides agreed to settle the claims asserted in the lawsuit to avoid the cost and risk of trial. The proposed settlement does not mean that any law was broken or that U. S. Steel did anything wrong. U. S. Steel denies all legal claims in this case. The Named Plaintiffs and their attorneys, the Class Counsel, believe that the proposed settlement is in the best interest of all Settlement Class Members.
4. **HOW DO I KNOW IF I'M PART OF THE PROPOSED SETTLEMENT?** The Court has decided that the Settlement Class will include all owner/occupants and renters of residential property within the Class Area at any point in time from May 25, 2015 to the present (the "Class Period"), together with certain additional persons who submitted information sheets to Class Counsel before October 25, 2018. If the Court approves the settlement, the Class Period will continue until the date the Court's approval of the proposed settlement becomes final and non-appealable. The Class Area is illustrated in detail in Exhibit A to the Settlement Agreement, included with this Notice.
5. **SUMMARY OF THE PROPOSED SETTLEMENT:** If the Settlement Agreement is approved by the Court, U. S. Steel will pay the total amount of \$2,000,000 into the Settlement Fund for the benefit and advantage of all Settlement Class Members, each of whom will release his or her claims as set forth in Paragraph 8 below. After the deduction of any court-approved payments (a) to Class Counsel for attorneys' fees and the costs and expenses incurred in the case (which will not exceed \$925,000) and (b) to each of the Named Plaintiffs for bringing the lawsuit on behalf of the Settlement Class (which is expected to be no more than \$5,000), the Settlement Fund will be evenly distributed to the households of all Settlement Class Members

who submit a Claim Form approved by Class Counsel. U. S. Steel also will spend at least \$6,500,000 on environmental improvement measures within one year to address plant emissions and reduce the potential for odor.

6. **WHO ARE THE LAWYERS FOR THE SETTLEMENT CLASS AND HOW WILL THEY BE PAID?** The Court has appointed the following attorneys to represent you and the other Settlement Class Members: Steven D. Liddle and Nicholas A. Coulson of Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207 and James E. DePasquale, 1302 Grant St. Building 310, Pittsburgh, PA 15219 ("Class Counsel"). You may contact Class Counsel at (800) 536-0045 or info@ldclassaction.com. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense.

Class Counsel has prosecuted this case on a contingency basis. At the Settlement Fairness Hearing, Class Counsel will be seeking the approval of the Settlement Agreement and requesting the Court for an award of attorneys' fees, costs and expenses up to, but not to exceed \$925,000 from the Settlement Fund. Class Counsel and each Named Plaintiffs also will seek approval of a \$5,000 payment from the Settlement Fund to each Named Plaintiff for their efforts in representing the Settlement Class.

7. **CAN I GET PAID AND, IF SO, HOW MUCH?** Each Settlement Class Member who participates in the settlement may submit an attached Claim Form which, if approved by Class Counsel, will permit the Class Member's household to share, pro rata, in the Settlement Fund. The actual amount of each payment to each household will be the amount of the Settlement Fund remaining after the court-approved payments to Class Counsel and Named Plaintiffs divided by the number of households of the Settlement Class that submit Claim Forms approved by Class Counsel.
8. **WHAT AM I GIVING UP TO STAY IN THE CLASS?** If the proposed settlement is ultimately approved by the Court, in exchange for everything U. S. Steel is doing, each Settlement Class Member will release certain claims he or she may have against each U. S. Steel and all related people and entities, as set forth more fully in the Settlement Agreement. This means that you will no longer be able to sue U. S. Steel or any related people or entities regarding any claims described in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. In addition, you and the other Settlement Class Members will be prohibited from bringing any such claims that arose before December 24, 2018.
9. **HOW DO I REQUEST TO BE EXCLUDED FROM THIS PROPOSED SETTLEMENT?** If you are a Settlement Class Member and if the Settlement Agreement is approved by the Court, then you will be bound by the terms of the Settlement Agreement unless you submit a request to be excluded. To exclude yourself from the proposed settlement, you must mail a written request for exclusion to Class Counsel at the following address:

Class Counsel
Liddle & Dubin, P.C. Attn: U.S. Steel Clairton Works Opt-Outs 975 E. Jefferson Ave. Detroit, MI 48207

This request for exclusion must be postmarked no later than _____. The request for exclusion must be in writing and contain the following: (a) the caption or other identification of the lawsuit at the top of the first page with the phrase "Request for Exclusion" underneath it; (b) the potential Settlement Class Member's full name, street address, email address, and telephone number; (c) the following statement requesting exclusion:

"I do not want to be a member of the Settlement Class in the U.S. Steel Clairton Works Lawsuit. I understand that I will not participate in or receive any monetary benefit of the proposed settlement. I also understand that, if I want to pursue any right or claim I may have, it will be my responsibility to do so at my own expense."

and (d) be signed by the potential Settlement Class Member seeking to be excluded from the proposed settlement. Any

potential Settlement Class Member's request for exclusion that does not meet these requirements is deemed invalid and ineffective and the potential Settlement Class Member will be considered included as part of the Settlement Class for purposes of the proposed settlement.

- 10. HOW DO I TELL THE COURT THAT I LIKE OR DISLIKE THE PROPOSED SETTLEMENT?** If you are a potential Settlement Class Member and you do not properly request to be excluded, you can tell the Court you like the proposed settlement and that it should be approved, or that you object to the proposed settlement or any particular part of it, including Class Counsel's requests for fees and expenses.

Class Members desiring to object must submit a written Notice of Objection to Class Counsel at the following address:

Class Counsel
Liddle & Dubin, P.C. Attn: U.S. Steel Clairton Works Objections 975 E. Jefferson Ave. Detroit, MI 48207

This objection must be postmarked no later than _____. You can submit this objection by yourself or, if you like, you can hire a lawyer to assist you. Objections must be in writing and contain the following: (a) the caption of the lawsuit at the top of the first page with the phrase "Notice of Objection" underneath it; (b) the Settlement Class Member's full name, address, and telephone number; (c) the name and address of each lawyer or other person assisting you in filing the objection, if any; (d) the reason, grounds, and basis for the objection, including any legal authority supporting the objection the Settlement Class Member would like the Court and other parties to consider; (e) the signature of the Settlement Class Member who is objecting; and (f) copies of all documents the Settlement Class Member intends to present to the Court in support of the objection, if any. If an objection is submitted by someone purporting to represent a Settlement Class Member, in addition to the Settlement Class Member's signature the objection must attach sufficient documentation to support the representative's legal authority to represent the Settlement Class Member.

Objections that do not meet the requirements set forth above will be deemed invalid and the Court will not consider them. Class Counsel and U. S. Steel reserve the right to challenge the validity and grounds of any objection. If you do not submit a written objection to the proposed settlement or the application of Class Counsel for attorney fees and expenses in accordance with the deadline and procedure set forth above, you will waive your rights to be heard at the Settlement Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

- 11. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?** The Court will hold a Settlement Fairness Hearing on _____, at _____ a.m./p.m. at the Court of Common Pleas of Allegheny County, Courtroom _____, City-County Building, 414 Grant Street, Pittsburgh, Pennsylvania 15219. At this hearing the Court will consider whether the Settlement Agreement and proposed settlement is a fair, reasonable, and adequate resolution of the lawsuit. If there are timely and properly submitted objections, the Court will consider them and any response the Parties may have. The Court may listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement Agreement and proposed settlement. The Court also will decide how much to award Class Counsel and Named Plaintiffs.

You do not have to attend the Settlement Fairness Hearing. Class Counsel will answer questions the Court may have. But, you are welcome to attend at your own expense provided you have not excluded yourself from the proposed settlement. If you timely and properly send an objection, you may attend the Settlement Fairness Hearing and talk about your objection, or you may have your own lawyer do so. However, you do not have to attend even if you send an objection. As long as you timely and properly sent your written objection, the Court will consider it even if you do not attend.

12. **WHAT HAPPENS IF I DO NOTHING AT ALL?** If you do nothing at all, and you are a Settlement Class Member, you will be bound by the proposed settlement if the Court approves it. You will release your claims and receive the benefit of the improvement measures U. S. Steel will implement, but you will not receive any payment from the Settlement Fund.
13. **WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE PROPOSED SETTLEMENT?** If the Court ultimately does not approve the Settlement Agreement and the proposed settlement, or if the Court's approval is reversed on appeal or the Settlement Agreement is terminated, then the settlement shall become null and void. If the settlement becomes null and void, the case will proceed as though the Settlement Agreement was never entered into.
14. **ARE MORE DETAILS ABOUT THE PROPOSED SETTLEMENT AND MY RIGHTS UNDER THE PROPOSED SETTLEMENT AVAILABLE?** This Class Notice is a summary and does not describe all details of the Settlement Agreement or the proposed settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the terms of the Proposed Settlement, refer to the Settlement Agreement at www.ldclassaction.com/Clairton. You may also contact Class Counsel at (800) 536-0045 or info@ldclassaction.com for more details of the lawsuit.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

CINDY ROSS and CHERYL HURT, on behalf of
themselves and all others similarly situated,

CIVIL DIVISION

Plaintiffs,

No. G.D. 17-008663

vs.

USX COMPANY, f/k/a and d/b/a U.S. STEEL
CORPORATION,

Defendant.

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,
CONDITIONALLY CERTIFYING CLASS FOR SETTLEMENT PURPOSES,
APPROVING FORM AND MANNER OF CLASS NOTICE, AND
SETTING DATE FOR SETTLEMENT FAIRNESS HEARING**

Named Plaintiffs, on behalf of themselves and the proposed Settlement Class, seek preliminary approval of the Settlement Agreement in its entirety and approval of the notice procedure, including without limitation conditional certification of the proposed Settlement Class, the proposed Class Notice (Plaintiff's Unopposed Motion for Preliminary Approval of Settlement, Exhibit __), the proposed Claim Form (*id.*, Exhibit __), the proposed Publication Notice (*id.*, Exhibit __), and all of the requirements for potential Class Members to either opt-out or object.

This Court, having reviewed the pleadings in the case and the submissions of the parties with respect to preliminary approval of the proposed Settlement Agreement, and for good cause shown;

IT IS HEREBY ORDERED, this ____ day of _____, 2019, that pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure:

1. This Order incorporates by reference the definitions in the Settlement Agreement (a copy of which is attached), and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.

2. The Settlement Agreement, together with its attached exhibits, sets forth the terms and conditions for the proposed settlement and dismissal with prejudice of the class action Litigation against Defendant (“U. S. Steel”). The Settlement Agreement was the result of extended good faith, arm’s-length negotiations by the parties, including a voluntary mediation process before retired Judge Ronald Folino, concerning the settlement of Plaintiffs’ claims against U. S. Steel and continued negotiations thereafter.

3. Pursuant to Chapter 1700 of the Pennsylvania Rules of Civil Procedure, the Settlement Agreement and the proposed settlement provided for therein are preliminarily approved as (a) fair, reasonable, and adequate in light of the relevant factual, legal, practical, and procedural considerations of the Litigation, (b) free of collusion to the detriment of putative Class Members, and (c) within the range of possible final judicial approval, subject to further consideration thereof at the Settlement Fairness Hearing as described below. Accordingly, the Settlement Agreement and the settlement are sufficient to warrant notice thereof, as set forth below, and a full hearing on the settlement.

4. If, for any reason, the Settlement Agreement is not finally approved or does not become effective, this provisional approval Order, including but not limited to the conditional Settlement Class certification, shall be null and void and automatically deemed vacated. Neither the Settlement Agreement nor anything related to the negotiation, consideration, or approval of it shall be used, referred to, proffered, or admissible for any purpose in this Litigation or any other

action or proceeding. In such event, the parties and the putative Class Members shall be returned to the same litigation position that they were in prior to seeking preliminary approval of the Settlement Agreement, and they shall be free to raise all claims, defenses, and arguments as they would have been able to had they never negotiated or sought approval of the Settlement, including opposing class certification on any and all grounds (including but not limited to Chapter 1700 of the Pennsylvania Rules of Civil Procedure). The parties must also promptly schedule a status conference to establish a new scheduling order for the continuation of the Litigation.

5. Solely for the purpose of settlement in accordance with the Settlement Agreement, and pursuant to Chapter 1700 of the PA Code, this Court hereby conditionally certifies the following class (the “Settlement Class”):

All owner/occupants and lessees of residential property contained within the area depicted on Exhibit A, who have resided within the area depicted on Exhibit A at any time between May 25, 2015 through the Effective Date, together with the persons listed on Exhibit B to the Settlement Agreement.

As set forth in the proposed Settlement Agreement, the “Effective Date” as used above means the date on which this Settlement Agreement becomes binding as to all Parties, which is the date on which any order later issued by this Court finally approving a class action settlement becomes a final, non-appealable order or judgment.

6. The form, content, and procedures of notice to the putative Settlement Class Members as set forth in the Settlement Agreement, including but not limited to the direct mailings, publication, and internet postings, are approved. The notices to be provided to the putative Settlement Class Members clearly, concisely, and in plain language advise them of,

among other things, the nature of the Litigation, the proposed Settlement Agreement, the definition of the Settlement Class, the claims the Settlement Class would release, the consideration the Settlement Class would receive, Class Counsel's intended application for attorneys' fees and expenses and monetary awards for the Named Plaintiff, putative Settlement Class Members' right to participate individually or through an attorney and object to the Settlement Agreement or any portion of it, putative Settlement Class Members' right to opt out and exclude themselves from the Settlement Agreement, and the binding nature of the Settlement Agreement if it is ultimately approved. The notices to be provided to the putative Settlement Class Members are the best notice practicable under the circumstances, and constitute due and sufficient notice of the proposed Settlement Agreement and this Order to all persons affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Rule 23 and due process. The Court finds that, other than as provided herein, no other or further notice is reasonably necessary in this action.

7. Within fourteen (14) days of entry of this Order, (a) Class Counsel shall provide notice of the proposed Settlement Agreement and the Settlement Fairness Hearing to all Class Members by mailing to each identified putative Settlement Class Member via first class mail a copy of the Notice of Pendency of Class Action Settlement ("Class Notice"), substantially in the form as that document attached as Exhibit to Plaintiff's Unopposed Motion for Preliminary Approval of Settlement; (b) Class Counsel also shall arrange for the publication of the Publication Notice in the Pittsburgh Post-Gazette substantially in the form as that document attached as Exhibit to Plaintiff's Unopposed Motion for Preliminary Approval of Settlement; and (c) Class Counsel shall establish a website interested parties can access to get information about this Litigation and the proposed Settlement Agreement, including but not limited to copies

of the Settlement Agreement and other exhibits (which include among other exhibits the Complaint, Class Notice, Claim Form, and the proposed Final Judgment and Order) and a copy of this Preliminary Approval Order. That website shall remain accessible until the Settlement Agreement is terminated or six (6) months following the Effective Date, whichever is sooner, at which time Class Counsel shall cease hosting the website. At least seven (7) days prior to the Settlement Fairness Hearing, Class Counsel shall serve and file a sworn statement evidencing compliance with the provisions of this Order concerning the mailing of Class Notice, publishing of the Publication Notice, and hosting of a website.

8. As set forth the Settlement Agreement, costs and expenses for Administration of Settlement shall be paid by Class Counsel, to be reimbursed from the Settlement Fund subject to the Court's approval. In no event will U. S. Steel be responsible for paying costs and expenses associated with the Administration of Settlement.

9. Any putative Settlement Class Member wishing to be excluded from the Settlement Class shall mail an opt-out request to Class Counsel conforming in all respects to the terms and provisions of the Class Notice. Those who timely and properly do so shall neither participate in the settlement nor release his or her claims, and they forego (a) all of the benefits he or she might otherwise receive as a result of the settlement and (b) his or her standing to participate in the Settlement Fairness Hearing or object to the proposed Settlement Agreement or any portion of it. Failure to opt out in strict compliance with the time and manner requirements set forth in the Class Notice shall result in waiver of the right to opt out. All potential Settlement Class Members who either do not attempt to or fail to properly and timely opt out shall remain

part of the Settlement Class and, to the extent the Settlement Agreement is ultimately approved, be bound by the settlement.

10. The Class Notice shall designate Class Counsel as the entity to whom opt-out requests shall be sent. Class Counsel shall be responsible for the receipt of all responses from putative Settlement Class Members and shall preserve all opt-out requests and any and all other written communications from putative Settlement Class Members or any other person in response to the Class Notice until Administration of the Settlement is complete or pursuant to further Order of this Court. All written communications received from putative Settlement Class Members and all written responses to inquiries by them relating to the Settlement Agreement and settlement shall be available at all reasonable times for inspection and copying by counsel for U. S. Steel, subject to further Order of the Court if issues of privilege or confidentiality arise.

11. Within fourteen (14) days of the deadline for potential Settlement Class Members to opt out, Class Counsel shall provide copies of any and all opt-out notices received by it to counsel for U. S. Steel. At least seven (7) days prior to the Settlement Fairness Hearing, Class Counsel shall file with the Court a sworn statement listing all persons who properly have submitted timely requests for exclusion. The originals of all opt-out notices shall be retained by Class Counsel.

12. Any potential Settlement Class Member who does not attempt to or fails to properly and timely opt out of the Settlement Class may, but is not required to, enter an appearance either *pro se* or through counsel of said Settlement Class Member's own choosing and expense. Any Settlement Class Member who does not enter a separate appearance shall be represented by Class Counsel. Settlement Class Members who are in favor of the proposed

Settlement need not appear at the Settlement Fairness Hearing or take any other action to indicate their approval.

13. Absent further order from the Court, any Settlement Class Member who will challenge or object to the fairness, reasonableness, or adequacy of the Settlement Agreement or any portion of the settlement, including without limitation the amount of Class Counsel's requested fees and expenses or the amount of Named Plaintiff's incentive award must remain part of the Settlement Class and must mail such Settlement Class Member's written objection to Class Counsel conforming in all respects to the terms and provisions of the Class Notice. Within fourteen (14) days of the objection deadline, Class Counsel shall circulate copies of any and all such objections to counsel for U. S. Steel. Within seven (7) days of the Settlement Fairness Hearing, Class Counsel shall file all objections received with the Court. Any objecting Settlement Class Member may appear at the Settlement Fairness Hearing in person, with or without such Class Member's separate counsel. The scope of any objector's presentation of evidence or argument at the Settlement Fairness Hearing shall be limited to such objector's written objection. Any Settlement Class Member who fails to file and serve an objection in strict compliance with the deadlines and procedures, and containing the information required by the Class Notice shall be deemed to have forever waived and forfeited the right to object to the proposed Settlement Agreement or any part of the settlement or to raise or pursue an objection at

the Settlement Fairness Hearing or at any point thereafter, including in appeal or as part of a separate proceeding.

14. All other events contemplated under the Settlement Agreement to occur after this Order and before the Settlement Fairness Hearing described in this Order shall be governed by the Settlement Agreement, to the extent not inconsistent herewith.

15. All memoranda, affidavits, declarations, and other evidence in support of the request for approval of the Settlement Agreement and Class Counsel's request for approval of attorneys' fees and costs and the Named Plaintiffs' awards shall be filed on or before _____.

16. A Settlement Fairness Hearing shall be held before the undersigned at _____ on _____, in the Court of Common Pleas of Allegheny County, Courtroom _____, 414 Grant Street, Pittsburgh, Pennsylvania 15219, to consider the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, the entry of any final order or judgment in the action, any application for attorneys' fees and costs, payments to the Named Plaintiff, and other related matters. The Settlement Fairness Hearing may be postponed, adjourned, or continued by further Order of this Court without further notice to the putative Settlement Class.

17. All proceedings in the action other than such as may be necessary to carry out the terms and conditions of the Settlement Agreement or the responsibilities related or incidental thereto are stayed and suspended until further notice of this Court. Pending final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no putative Settlement Class Member, other than those who timely and properly have opted out of the Class,

may either directly or indirectly prosecute, institute, or commence any individual or class action with respect to the subject matter of this Litigation.

18. Class Counsel is hereby appointed to coordinate and effectuate the Administration of Settlement.

SO ORDERED.

U.S. STEEL CLAIRTON WORKS LAWSUIT CLAIM FORM

CLASS ACTION SETTLEMENT

GENERAL INSTRUCTIONS

- 1. THIS CLAIM FORM MUST: (a) BE POSTMARKED BY _____, (b) BE FULLY COMPLETED, (c) ATTACH ALL REQUIRED DOCUMENTATION, (d) BE SIGNED BY YOU, AND (e) MEET ALL REQUIREMENTS OF THE SETTLEMENT AGREEMENT.**
2. In order to claim compensation from the settlement and to receive a payment from the Settlement Fund, a Settlement Class Member such as yourself must complete and return this Claim Form along with the requested documentation to Class Counsel: Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207. If you fail to properly complete and timely return this Claim Form, your claim may be rejected, and you may be precluded from receiving any payment from the Settlement Fund, but you will still be bound by the Settlement Agreement if the Court approves it.
3. This Claim Form is directed to all Settlement Class Members as defined in the attached Notice of Pendency of Class Action Settlement (the "Class Notice").
4. IF YOU ARE NOT A SETTLEMENT CLASS MEMBER OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU FILE A VALID REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.
5. It is important that you completely read the Class Notice that accompanies this Claim Form and the Settlement Agreement. The Class Notice and Settlement Agreement contain the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Class Notice and Settlement Agreement, including the terms of the releases made by you and the other Settlement Class Members. Your Claim Form may be rejected if you do not check the box that says you have read the Class Notice and Settlement Agreement.
6. Submission of this Claim Form does not guarantee that you will get a share of the Settlement Fund. If the Court does not approve the proposed settlement, there will be no Settlement Fund or distribution from it. If the Court does approve the settlement, the distribution of the Settlement Fund will be governed by the claim procedures set forth in the Settlement Agreement or such other plan of allocation as the Court may approve.
7. You are required to submit copies of genuine and sufficient documentation in response to the requests contained in this Claim Form. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS TO RESPOND TO THESE REQUESTS. THE LACK OF DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. KEEP A COPY OF ALL DOCUMENTS THAT YOU SEND TO CLASS COUNSEL. Any documents you submit with your Claim Form will not be returned.
8. If you or anyone in your household timely and properly completes and submits this Claim Form and it is approved by Class Counsel, a check will be sent to your household for your payment from the Settlement Fund in approximately thirty (30) days after the Court's approval of the settlement becomes final. You will have one hundred and twenty (120) days from the date of the check to cash it. Any uncashed

checks after 120 days will become null and void and you or any other Settlement Class Member who fails to timely cash such a check will forever forfeit any claim to receiving any payment from the Settlement Fund.

9. Type or print legibly in blue or black ink.

Claimant's Identity

_____ Your Full Name (please print)	_____ Your Spouse's Full Name (please print)
_____ Current Mailing Street Address	_____ Email Address
_____ City, State Zip	(_____) _____ Daytime telephone number

Eligibility

I own(ed) and occupied or rent(ed) a residential property within the Class Area at some point in time from May 25, 2015 to the present. Yes No

I submitted an information sheet to Class Counsel before October 25, 2018. Yes No

Claimed Address

1. Is your claimed address the same as your current address, above? Yes No

2. If no, please provide your claimed address within the Class Area:

Street Address

City, State Zip

Proof of Identification

You must attach to your Claim Form a copy of a government-issued photo identification to establish your identity and current address. Please mark the box that identifies the requested enclosed item:

Driver's License

State Identification Card

Other government-issued photo identification sufficient to prove your identity

Claimed Address Status

If you own(ed) or rent(ed) a residential property within the Class Area, mark the box that describes your interest in that property and attach the requested documents to your Claim Form.

Owner/occupant - If marked, you *must* attach a copy of the deed or other documentation of ownership. If your current address as reflected on the proof of identification you provided does not match this address, please attach a utility bill or other proof that you resided at the property within the Class Area.

Tenant - If marked, you *must* attach a copy of either a valid lease or rental agreement.

Date you first owned or rented the property at this address _____

Do you currently own or rent property at this address? Yes No

If you answered no to the prior question, date you last owned or rented property at this address _____

Claimant's Certification

By submitting this Claim Form, I declare under penalty of perjury that:

I have read the Notice of Pendency of Class Action Settlement (the "Class Notice") accompanying this Claim Form and understand the referenced Settlement Agreement, which I have had the opportunity to review.

Your signature Date: _____

Your Spouse's signature Date: _____

Your fully completed Claim Form must be postmarked no later than [REDACTED]
to Class Counsel at the following address:

**Liddle & Dubin, P.C.
Attn: U.S. Steel Clairton Works Claim Forms
975 E. Jefferson Ave.
Detroit MI 48207-3101**